

ARTICLE 11 – SALARIES

11.1 Salaries

A. General Salary Increases

1. Effective July 1, 2023, all SEIU represented employees in eligible classifications shall receive a General Salary Increase (GSI) of 3.0%.
2. Effective July 1, 2024, all SEIU represented employees in eligible classifications shall receive a GSI of 3.0%.
3. Effective July 1, 2025, all SEIU represented employees in eligible classifications shall receive a GSI of 3.0%.

a. At the time of the May Revision to the 2025-2026 Governor's Budget, if the Department of Finance projects sufficient excess funding, then the General Salary Increase in 11.1.A.3 of this MOU shall be 4.0% on July 1, 2025.

(1) The determination of sufficient excess funding shall be at the sole discretion of the Director of the Department of Finance based on the following considerations:

- The Director of the Department of Finance determines the state (revenue is sufficient to fully fund all existing statutory and constitutional obligations, and existing fiscal policy, including all budget adjustments and known cost increases.
- The Director of the Department of Finance determines that sufficient excess funding is available to fully fund the cost of providing the additional 1.0% percent increase for all eligible employees.

(2) In the event the Director of the Department of Finance determines sufficient excess funding is available, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.

(3) In the event the Director of the Department of Finance determines that sufficient excess funding is not available, at their sole discretion, the section 11.1.A.3 General Salary Increase of 3.0% shall become effective on July 1, 2025, for all eligible employees.

B. Eligible classifications are within a recognized collective bargaining unit that has a ratified collective bargaining agreement containing these provisions

11.1.1 Special Salary Adjustments (Unit 1)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R01	1152	CORRECTIONAL CASE RECORDS ANALYST	5.50%
R01	1221	HEARING REPORTER PUBLIC UTILITIES COMMISSION	5.00%
R01	1229	HEARING REPORTER	5.00%
R01	1303	PERSONNEL SPECIALIST	5.00%
R01	1311	PAYROLL SPECIALIST	5.00%
R01	1315	SENIOR PAYROLL SPECIALIST	5.00%
R01	1317	SENIOR PERSONNEL SPECIALIST	5.00%
R01	1820	LEGAL ASSISTANT	5.00%
R01	2246	HEALTH FACILITIES EVALUATOR SPECIALIST	5.00%
R01	2800	STATE HISTORIAN II	5.30%
R01	2801	STATE HISTORIAN I	6.10%
R01	4101	FINANCIAL INSTITUTIONS EXAMINER	5.00%
R01	4102	SENIOR FINANCIAL INSTITUTIONS EXAMINER	5.00%
R01	4267	TAX AUDITOR, BOARD OF EQUALIZATION	5.00%

R01	4336	TAX AUDITOR, EMPLOYMENT DEVELOPMENT DEPARTMENT	5.00%
R01	4341	STAFF TAX AUDITOR, EMPLOYMENT DEVELOPMENT DEPARTMENT	5.00%
R01	4362	TAX AUDITOR, FRANCHISE TAX BOARD	5.00%
R01	4367	PUBLIC LAND MANAGEMENT SPECIALIST I	10.29%
R01	4368	PUBLIC LAND MANAGEMENT SPECIALIST II	15.80%
R01	4369	PUBLIC LAND MANAGEMENT SPECIALIST III	15.75%
R01	4370	PUBLIC LAND MANAGEMENT SPECIALIST IV	3.25%
R01	4380	BUSINESS TAXES SPECIALIST I, BOARD OF EQUALIZATION	5.00%
R01	4435	SENIOR INSURANCE RATE ANALYST	2.50%
R01	4438	ASSOCIATE INSURANCE RATE ANALYST	2.50%
R01	4441	INSURANCE RATE ANALYST	2.50%
R01	4499	PUBLIC UTILITY FINANCIAL EXAMINER IV	5.00%
R01	4617	ENVIRONMENTAL PLANNER (ARCHEOLOGY)	5.00%
R01	4618	ENVIRONMENTAL PLANNER	5.00%

		(ARCHITECTURAL HISTORY)	
R01	4634	ASSOCIATE ENVIRONMENTAL PLANNER (ARCHEOLOGY)	5.00%
R01	4635	ENVIRONMENTAL PLANNER (NATURAL SCIENCES)	5.00%
R01	4640	ENVIRONMENTAL PLANNER	5.00%
R01	4642	ASSOCIATE ENVIRONMENTAL PLANNER (ARCHITECTURAL HISTORY)	5.00%
R01	4680	ASSOCIATE ENVIRONMENTAL PLANNER (NATURAL SCIENCES)	5.00%
R01	4682	ASSOCIATE ENVIRONMENTAL PLANNER (SOCIOECONOMIC)	5.00%
R01	4711	ASSOCIATE ENVIRONMENTAL PLANNER	5.00%
R01	4721	ASSOCIATE TRANSPORTATION PLANNER	5.00%
R01	4726	COASTAL PROGRAM ANALYST I	5.00%
R01	4735	COASTAL PROGRAM ANALYST II	5.00%
R01	4768	TRANSPORTATION PLANNER	5.00%
R01	4808	CONSERVANCY PROJECT	15.78%

		DEVELOPMENT ANALYST I	
R01	4809	CONSERVANCY PROJECT DEVELOPMENT ANALYST II	15.76%
R01	4814	CONSERVANCY PROJECT DEVELOPMENT SPECIALIST	5.00%
R01	4959	RIGHT OF WAY AGENT	5.00%
R01	4965	ASSOCIATE RIGHT OF WAY AGENT	5.00%
R01	5237	LEGAL ANALYST	5.00%
R01	5672	AVIATION SAFETY OFFICER II	2.50%
R01	5758	RESEARCH DATA SPECIALIST II	5.00%
R01	5770	RESEARCH DATA SPECIALIST III	5.00%
R01	5729	RESEARCH DATA ANALYST I	5.00%
R01	5731	RESEARCH DATA ANALYST II	5.00%
R01	5742	RESEARCH DATA SPECIALIST I	5.00%
R01	8001	HEALTH FACILITIES EVALUATOR I	5.00%
R01	8007	HEALTH FACILITIES EVALUATOR TRAINEE	5.00%
R01	8052	HEALTH FACILITIES EVALUATOR II	5.00%
R01	8562	ASSOCIATE INSURANCE COMPLIANCE OFFICER, DEPARTMENT OF INSURANCE	5.00%
R01	8607	SENIOR INSURANCE COMPLIANCE OFFICER (SPECIALIST),	5.00%

		DEPARTMENT OF INSURANCE	
R01	9194	EMPLOYMENT PROGRAM REPRESENTATIVE	5.00%
R01	9233	DISABILITY INSURANCE PROGRAM REPRESENTATIVE	5.00%
R01	9338	WORKERS' COMPENSATION COMPLIANCE OFFICER	2.50%
R01	9339	SENIOR WORKERS' COMPENSATION COMPLIANCE OFFICER	2.50%
R01	8727	DRIVER SAFETY HEARING OFFICER	4.00%

11.1.3 Special Salary Adjustments (Unit 3)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive special salary adjustments of 5%:

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R03	9149	SUBSTITUTE TEACHER, SCHOOL FOR THE BLIND	5.00%
R03	9178	SUBSTITUTE TEACHER, SCHOOL FOR THE DEAF	5.00%
R03	9191	TEACHER SPECIALIST, SCHOOL FOR THE DEAF	5.00%
R03	9200	TEACHER SPECIALIST, DIAGNOSTIC CENTER	5.00%
R03	9153	TEACHER SPECIALIST, SCHOOL FOR THE BLIND	5.00%

R03	9151	TEACHER, SCHOOL FOR THE BLIND	5.00%
R03	9180	TEACHER, SCHOOL FOR THE DEAF	5.00%

11.1.4 Special Salary Adjustments (Unit 4)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R04	1245	EXECUTIVE SECRETARY II	5.00%
R04	1247	EXECUTIVE SECRETARY I	5.00%
R04	1728	EXECUTIVE ASSISTANT	5.00%
R04	1176	SECRETARY	5.00%
R04	1282	LEGAL SECRETARY	5.00%
R04	1307	LIBRARY TECHNICAL ASSISTANT I	5.00%
R04	1318	LIBRARY TECHNICAL ASSISTANT (SAFETY)	5.00%
R04	1660	DISPATCHER-CLERK	5.00%
R04	1780	MAILING MACHINES OPERATOR II	5.00%
R04	1804	TECHNICAL ASSISTANT II, POLITICAL PRACTICES COMMISSION	5.00%

R04	1872	HEALTH RECORD TECHNICIAN II (SPECIALIST)	5.00%
R04	1890	SENIOR MOTOR VEHICLE TECHNICIAN	5.00%
R04	1975	TAX TECHNICIAN III, BOARD OF EQUALIZATION	5.00%
R04	3710	DISPATCHER-CLERK, CALTRANS	5.00%
R04	6412	SENIOR BENEFIT PROGRAM SPECIALIST (CALPERS)	5.00%
R04	8737	CONTROL CASHIER II (MOTOR VEHICLE SERVICES), DEPARTMENT OF MOTOR VEHICLES	5.00%
R04	8739	CONTROL CASHIER II (VEHICLE REGISTRATION), DEPARTMENT OF MOTOR VEHICLES	5.00%
R04	9079	LOTTERY TICKET SALES SENIOR SPECIALIST	5.00%
R04	9587	TAX PROGRAM TECHNICIAN I, FRANCHISE TAX BOARD	5.00%
R04	9588	TAX PROGRAM TECHNICIAN II, FRANCHISE TAX BOARD	5.00%
R04	9778	SENIOR PENSION PROGRAM REPRESENTATIVE	5.00%
R04	9929	PROGRAM TECHNICIAN III	5.00%

11.1.11 Special Salary Adjustments (Unit 11)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1 A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R11	0615	PLANT QUARANTINE INSPECTOR	5.00%
R11	0647	AGRICULTURAL PEST CONTROL SPECIALIST	5.00%
R11	3042	WATER RESOURCES ENGINEERING ASSOCIATE (SPECIALIST)	5.00%
R11	3043	WATER RESOURCES TECHNICIAN II	5.00%
R11	3044	WATER RESOURCES TECHNICIAN I	5.00%
R11	3124	CIVIL ENGINEERING ASSOCIATE	5.00%
R11	3129	CIVIL ENGINEERING TECHNICIAN II	5.00%
R11	3202	BRIDGE ARCHITECTURAL ASSOCIATE	5.00%
R11	3203	BRIDGE ARCHITECTURAL ASSISTANT	5.00%
R11	3204	BRIDGE ARCHITECTURAL TRAINEE	5.00%
R11	3380	LEAD STRUCTURAL STEEL INSPECTOR (NONDESTRUCTIVE TESTING)	5.00%

R11	3381	MATERIALS AND RESEARCH ENGINEERING ASSOCIATE (SPECIALIST)	5.00%
R11	3387	ASSOCIATE STEEL INSPECTOR	5.00%
R11	3389	STRUCTURAL STEEL INSPECTOR (NONDESTRUCTIVE TESTING)	5.00%
R11	3390	ASSISTANT STEEL INSPECTOR	5.00%
R11	3448	CONSTRUCTION SUPERVISOR I WATER RESOURCES	5.00%
R11	3449	CONSTRUCTION INSPECTOR WATER RESOURCES	5.00%
R11	3461	ELECTRICAL CONSTRUCTION SUPERVISOR I	5.00%
R11	3466	MECHANICAL CONSTRUCTION SUPERVISOR I	5.00%
R11	6991	SEISMOLOGICAL INSTRUMENT TECHNICIAN I	5.00%
R11	6992	SEISMOLOGICAL INSTRUMENT TECHNICIAN II	5.00%
R11	6993	SEISMOLOGICAL INSTRUMENT TECHNICIAN III	5.00%
R11	7890	SUPERVISING LABORATORY ASSISTANT I	5.55%

R11	3175	TRANSPORTATION ENGINEERING TECHNICIAN	5.00%
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11.1.14 Special Salary Adjustments (Unit 14)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1 A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R14	1473	PRINTING TRADES PRODUCTION COORDINATOR	5.00%
R14	7322	WEBFED OFFSET PRESS OPERATOR I	5.00%
R14	7324	SHEETFED OFFSET PRESS OPERATOR II	5.00%
R14	7327	SHEETFED OFFSET PRESS OPERATOR III	5.00%
R14	7329	SHEETFED OFFSET PRESS OPERATOR IV	5.00%
R14	7330	SHEETFED OFFSET PRESS OPERATOR V	5.00%
R14	7331	WEBFED OFFSET PRESS OPERATOR II	5.00%
R14	7332	WEBFED OFFSET PRESS OPERATOR III	5.00%
R14	7333	WEBFED OFFSET PRESS OPERATOR IV	5.00%
R14	7399	BOOKBINDER IV	5.00%
R14	7401	BOOKBINDER III	5.00%
R14	7402	BOOKBINDER II	5.00%
R14	7431	PRINTING PLANT MACHINIST	5.00%
R14	7437	PRINTING TRADES ASSISTANT II	5.00%

11.1.15 Special Salary Adjustments (Unit 15)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

- A. Cook Specialist II (2184) five percent (5%)
- B. Cook Specialist II (Correctional Facility) (2186) five percent (5%)
- C. Correctional Supervising Cook (Correctional Facility) (2183) five percent (5%)
- D. Custodian II (2003) six point sixty-one percent (6.61%)
- E. Laundry Supervisor II (Correctional Facility) (2111) four percent (4%)

11.1.17 Special Salary Adjustments (Unit 17)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R17	8011	HEALTH FACILITIES EVALUATOR NURSE	5.00%
R17	8143	NURSE EVALUATOR I, HEALTH SERVICES	5.00%
R17	8144	NURSE EVALUATOR II, HEALTH SERVICES	5.00%
R17	8160	HEALTH SERVICES SPECIALIST	5.00%
R17	8210	PUBLIC HEALTH NURSE II	5.00%
R17	8212	NURSE PRACTITIONER	5.00%
R17	8213	PUBLIC HEALTH NURSE I	5.00%
R17	8227	NURSE PRACTITIONER,	5.00%

		DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	
R17	8297	PUBLIC HEALTH NURSE I, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	5.00%
R17	9274	PUBLIC HEALTH NURSE I, CORRECTIONAL FACILITY	5.00%
R17	9278	NURSE PRACTITIONER, CORRECTIONAL FACILITY	5.00%
R17	9345	PUBLIC HEALTH NURSE II, CORRECTIONAL FACILITY	5.00%
R17	9699	HEALTH SERVICES SPECIALIST (SAFETY)	5.00%
R17	9700	NURSE PRACTITIONER (SAFETY)	5.00%

11.1.20 Special Salary Adjustments (Unit 20)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

CBID	CLASS CODE	CLASSIFICATION	PERCENT
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R20	7925	SENIOR CLINICAL LABORATORY TECHNOLOGIST	5.00%
R20	7926	SENIOR CLINICAL LABORATORY TECHNOLOGIST (SAFETY)	5.00%
R20	7928	CLINICAL LABORATORY TECHNOLOGIST	5.00%
R20	8185	CERTIFIED NURSING ASSISTANT	14.00%
R20	8219	RESIDENT CARE SPECIALIST	5.00%
R20	9671	TRANSPORTATION COORDINATOR, SPECIAL SCHOOLS	5.00%
R20	1852	READER, SCHOOL FOR THE BLIND	5.00%
R20	9293	CLINICAL LABORATORY TECHNOLOGIST, CORRECTIONAL FACILITY	5.00%
R20	9301	CLINICAL LABORATORY TECHNOLOGIST (SAFETY)	5.00%
R20	9348	SENIOR CLINICAL LABORATORY TECHNOLOGIST, CORRECTIONAL FACILITY	5.00%
R20	9663	NIGHT ATTENDANT, SCHOOL FOR THE DEAF	5.00%
R20	9676	COUNSELOR ORIENTATION CENTER FOR THE BLIND	5.00%
R20	9712	NIGHT ATTENDANT, SCHOOL FOR THE BLIND	5.00%

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11.1.21 Special Salary Adjustments (Unit 21)

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment as listed below in addition to the General Salary Increase (section 11.1.A.1):

CLASS CODE	CLASSIFICATION	PERCENTAGE
2743	Private Postsecondary Education Senior Specialist	5.00%
8250	Nursing Education Consultant	5.00%
2683	Transportation Programs Consultant, Department of Education	5.00%

11.2.17 School for the Deaf and Blind Pay Differential (Unit 17)

Effective July 1, 2020, SEIU Local 1000 represented employees of the State Special Schools in the listed classification and working at the facilities identified below shall receive a recruitment and retention differential of 5% per month.

- A. Registered Nurse (8165), School for the Deaf/Fremont
- B. Registered Nurse (8165), School for the Deaf/Riverside
- C. Registered Nurse (8165), School for the Blind

11.2.20 State Special Schools Recruitment and Retention Differentials (Unit 20)

Employees of the State Special Schools in the listed classifications shall continue to receive a recruitment and retention differential of two hundred dollars (\$200) per month. This differential shall be paid for the

ten (10) month school year only and shall be considered compensation for retirement.

8244 Teaching Assistant, School for the Blind
8246 Teaching Assistant, School for the Deaf
9712 Night Aid, School for the Blind
9663 Night Aid, School for the Deaf
9713 Counselor, School for the Blind
9664 Counselor, School for the Deaf
9671 Transportation Coordinator, Special Schools
8291 Support Bus Driver
9820 Support Services Assistant (Interpreter)

Counselors, Orientation Center for the Blind, (Albany) shall also receive this differential. This differential shall be considered compensation for retirement purposes. The differential shall be paid pro rata for less than full-time employees.

11.3 Salary Definitions (Excludes Unit 17)

Units 1, 3, 4, 11, 14, 15, 20 and 21 hereby agree to support putting the following changes to Article 5 of the CalHR regulations into effect provided all bargaining units agree to the same. As used in this Article, terms are defined as follows:

- A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect five percent (5%) increments between the minimum and the maximum salary rates. Each five percent (5%) shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate five percent (5%) for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.
- B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x

1.05 = \$2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., $\$2,415 \div 1.05 = \$2,300$).

- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or lower than as the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate at least two times lower than the maximum salary rate of another salary range. Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

11.3.17 Salary Definition (Unit 17)

- A. For the purpose of salary actions affecting employees assigned to Bargaining Unit 17, the following definitions shall apply:
 - 1. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class.
 - 2. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or

below a rate rounded to the dollar and cents amount.

3. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis any one of the dollar and cents amounts found within the salary range.
 4. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
 5. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.
 6. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.
 7. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Under paragraph (2), one step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).
- B. Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

11.4 Timely Payment of Wages

- A. 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 delay is through no fault of the employee, a salary advance will be issued on the

- next business day following payday for an amount close to the actual net pay (gross salary less deductions).
2. When a regular paycheck is late for reasons other than 1 above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances.
 3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the State Controller's warrant for the pay period.
- B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.
 - C. This provision does not apply to those employees who have direct deposit.
 - D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.
 - E. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and SCO policies.
 - F. Overpayments or any other payroll errors shall be administered in accordance with Government Code section 19838 except as otherwise provided in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.
 - G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.
 - H. CalHR will work with responsible agencies to explore options for early distribution of paychecks. CalHR will meet with the Union within 120 days after ratification and provide possible options.

11.5 Wage Equity Adjustment

Effective July 1, 2023, SEIU Local 1000 represented employees in the following classifications, shall receive a special salary adjustment of four percent (4%).

CBID	CLASS CODE	CLASSIFICATION
R01	0033	AGRICULTURAL TECHNICIAN II (SEASONAL)
R01	0032	AGRICULTURAL TECHNICIAN III (SEASONAL)
R01	0034	AGRICULTURAL TECHNICIAN I (SEASONAL)
R01	1353	COMPUTER OPERATOR
R01	1360	INFORMATION SYSTEMS TECHNICIAN
R01	1782	PAYROLL AUDITOR, DIVISION OF LABOR STANDARDS ENFORCEMENT
R01	2791	GUIDE TRAINEE HISTORICAL MONUMENT
R01	3520	AGRICULTURAL TECHNICIAN II (PERMANENT INTERMITTENT)
R01	3521	AGRICULTURAL TECHNICIAN III (PERMANENT INTERMITTENT)
R01	4707	BUSINESS SERVICE ASSISTANT (SPECIALIST)
R01	4840	EXHIBIT REPRESENTATIVE I
R01	5160	PERSONNEL TECHNICIAN I
R01	5256	MANAGEMENT SERVICES ASSISTANT
R01	5278	MANAGEMENT SERVICES TECHNICIAN
R01	5565	CRIME STUDIES TECHNICIAN I
R01	7505	TAX TECHNICIAN, FRANCHISE TAX BOARD
R01	8028	MEDI-CAL TECHNICIAN I
R01	8032	MEDI-CAL TECHNICIAN II
R01	8623	CHILD SUPPORT TECHNICIAN, DEPARTMENT OF CHILD SUPPORT SERVICES
R01	9231	EMPLOYMENT PROGRAM TECHNICIAN
R01	9336	WORKERS' COMPENSATION INSURANCE TECHNICIAN
R04	1107	OFFICE OCCUPATIONS CLERK
R04	1109	CONSUMER ASSISTANCE TECHNICIAN
R04	1120	SEASONAL CLERK
R04	1123	ASSISTANT CLERK
R04	1138	OFFICE TECHNICIAN (GENERAL)
R04	1139	OFFICE TECHNICIAN (TYPING)
R04	1155	CASE RECORDS TECHNICIAN
R04	1177	MEDICAL TRANSCRIBER
R04	1181	WORD PROCESSING TECHNICIAN
R04	1262	STENOGRAPHER
R04	1323	LEGISLATIVE CLERK

R04	1379	OFFICE ASSISTANT (TYPING)
R04	1419	KEY DATA OPERATOR
R04	1432	SUPPORT SERVICES ASSISTANT (GENERAL)
R04	1441	OFFICE ASSISTANT (GENERAL)
R04	1461	SERVICE ASSISTANT (SOCIAL SERVICES)
R04	1474	TAX PROGRAM ASSISTANT
R04	1480	MICROFILM TECHNICIAN I
R04	1509	STOCK CLERK
R04	1635	TELEPHONE OPERATOR
R04	1697	INTERAGENCY MESSENGER
R04	1707	TOLL COLLECTOR
R04	1730	SENIOR ACCOUNT CLERK
R04	1733	ACCOUNT CLERK II
R04	1741	ACCOUNTING TECHNICIAN
R04	1779	MAILING MACHINES OPERATOR I
R04	1806	STATISTICAL CLERK
R04	1844	SERVICE ASSISTANT (DMV OPERATIONS)
R04	1869	HEALTH RECORD TECHNICIAN I
R04	1877	EXAMINATION PROCTOR, DEPARTMENT OF INSURANCE
R04	1897	MOTOR VEHICLE REPRESENTATIVE
R04	1898	MOTOR VEHICLE ASSISTANT
R04	1973	TAX TECHNICIAN I, BOARD OF EQUALIZATION
R04	1974	TAX TECHNICIAN II, BOARD OF EQUALIZATION
R04	3224	SENIOR LEGAL TYPIST
R04	6291	PERSONNEL SELECTION TECHNICIAN
R04	6410	BENEFIT PROGRAM SPECIALIST (CALPERS)
R04	9078	LOTTERY TICKET SALES SPECIALIST
R04	9777	PENSION PROGRAM REPRESENTATIVE
R04	9927	PROGRAM TECHNICIAN
R04	9928	PROGRAM TECHNICIAN II
R11	0514	AQUATIC PEST CONTROL TECHNICIAN, DEPARTMENT OF BOATING AND WATERWAYS
R11	0515	AQUATIC PEST CONTROL SPECIALIST, DEPARTMENT OF BOATING AND WATERWAYS
R11	0790	FISH AND WILDLIFE SEASONAL AID
R11	0835	FISH AND WILDLIFE SCIENTIFIC AID
R11	1023	ARCHEOLOGICAL AID -SEASONAL

R11	1477	DOCUMENT PRESERVATION TECHNICIAN
R11	1767	DRAFTING SERVICES AID
R11	1931	SCIENTIFIC AID
R11	2870	MUSEUM TECHNICIAN
R11	3005	BOUNDARY DETERMINATION TECHNICIAN
R11	3008	JUNIOR ENGINEERING TECHNICIAN
R11	3524	ENVIRONMENTAL TECHNICIAN
R11	3797	OIL AND GAS TECHNICIAN II
R11	3799	OIL AND GAS TECHNICIAN I
R11	3839	SANITARY ENGINEERING TECHNICIAN TRAINEE
R11	3872	AIR RESOURCES TECHNICIAN I
R11	3906	SAFETY ENGINEERING TECHNICIAN
R11	4871	STUDENT ASSISTANT -ENGINEERING AND ARCHITECTURAL SCIENCES
R11	6957	AUTOMOTIVE EMISSION TEST SPECIALIST I
R11	7871	ANIMAL TECHNICIAN III
R11	7873	ANIMAL TECHNICIAN II
R11	7875	PATHOLOGY ASSISTANT
R11	7878	SENIOR LABORATORY ASSISTANT
R11	7884	LABORATORY ASSISTANT
R11	7891	AGRICULTURAL BIOLOGICAL TECHNICIAN
R11	8015	MEDICAL SUPPLY TECHNICIAN
R11	8084	TEXTILE TECHNICIAN I
R11	9265	LABORATORY ASSISTANT, CORRECTIONAL FACILITY
R11	9266	SENIOR LABORATORY ASSISTANT, CORRECTIONAL FACILITY
R11	9993	MECHANICAL AND TECHNICAL OCCUPATIONAL TRAINEE
R14	1411	DIGITAL PRINT OPERATOR I
R14	1412	DIGITAL PRINT OPERATOR II
R14	1485	PRINTING TRADES SPECIALIST TRAINEE (GENERAL)
R14	7323	SHEETFED OFFSET PRESS OPERATOR I
R14	7438	PRINTING TRADES ASSISTANT I
R15	1984	LEAD SECURITY GUARD
R15	1985	SECURITY GUARD
R15	2011	CUSTODIAN I
R15	2042	MUSEUM CUSTODIAN
R15	2076	SEAMER
R15	2079	ASSISTANT SEAMER

R15	2086	BARBER -CORRECTIONAL FACILITY
R15	2116	LAUNDRY WORKER
R15	2119	LAUNDERER
R15	2185	COOK SPECIALIST I
R15	2189	COOK, CALIFORNIA CONSERVATION CORPS
R15	2193	FOOD SERVICE TECHNICIAN II
R15	2194	FOOD SERVICE TECHNICIAN I
R15	2197	SERVICE ASSISTANT (FOOD)
R15	2198	FOOD SERVICE WORKER I (SAFETY)
R15	2199	FOOD SERVICE WORKER II/SF
R15	2203	FORESTRY COOK I
R15	2888	MOTION PICTURE OPERATOR
R15	8141	HOSPITAL WORKER
R15	8256	SERVICE ASSISTANT (HOSPITAL)
R15	9992	MAINTENANCE AND SERVICE OCCUPATIONAL TRAINEE
R20	2169	DIETETIC TECHNICIAN
R20	2175	DIETETIC TECHNICIAN (SAFETY)
R20	2868	CHAPEL MUSICIAN
R20	6400	TEACHING ASSISTANT (CORRECTIONAL FACILITY)
R20	7374	MEDICAL ASSISTANT
R20	7656	DENTAL ASSISTANT, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
R20	7658	PHARMACY TECHNICIAN, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
R20	7911	DENTAL ASSISTANT
R20	7914	DENTAL ASSISTANT (SAFETY)
R20	7979	PHARMACY TECHNICIAN
R20	8244	TEACHING ASSISTANT, SCHOOL FOR THE BLIND
R20	8246	TEACHING ASSISTANT, SCHOOL FOR THE DEAF
R20	8263	TEACHING ASSISTANT (SAFETY)
R20	8265	ASSISTIVE TECHNOLOGY TRAINEE
R20	8291	SCHOOL BUS DRIVER
R20	8292	OCCUPATIONAL THERAPY ASSISTANT
R20	8298	TEACHING ASSISTANT, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES

R20	8319	ACTIVITY COORDINATOR, VETERANS HOME AND MEDICAL CENTER
R20	9296	DENTAL ASSISTANT, CORRECTIONAL FACILITY
R20	9664	COUNSELOR, SCHOOL FOR THE DEAF
R20	9713	COUNSELOR, SCHOOL FOR THE BLIND
U04	1141A	OFFICE SERVICES SUPERVISOR I (GENERAL)
U04	1148A	OFFICE SERVICES SUPERVISOR I (TYPING)
U04	1257A	SENIOR STENOGRAPHER
U15	2258A	FOOD SERVICE SUPERVISOR I

Effective the first day of the pay period following ratification of both parties, the following classifications will be increased by the amounts listed.

CBID	CLASS CODE	CLASSIFICATION	PERCENT
R15	2083	BARBERSHOP MANAGER	2.35%
R15	2091	BEAUTY SHOP MANAGER	2.35%

11.5.14 Pay Periods (Unit 14)

Employees in Unit 14 who are employed at the OSP shall continue to receive their paychecks twice a month. The State shall continue a negative payroll system at OSP. All other employees in Unit 14 shall continue to receive their paychecks once per month.

11.5.17 Release of Paychecks - NOC Shift or First Watch (Unit 17)

The departments shall make arrangements so that NOC shift or first watch employees may pick up paychecks during employees' assigned work shift which begins on the authorized pay day.

11.5.20 Release of Paychecks (Unit 20)

The departments shall make arrangements so that employees may pick up paychecks during employees' assigned work shift on the authorized pay day.

11.6.17 Overtime Checks (Unit 17)

Each department with Unit 17 employees shall make a good faith effort to process employees' overtime checks in an expeditious manner. The parties understand that the issuance of overtime warrants shall not take precedence over the issuance of master payroll warrants or Permanent Intermittent payroll warrants.

Upon request from the Union, the State agrees to meet at the facility/office level to resolve issues where overtime checks are consistently issued after the fifteenth (15th) of the month.

11.7 Merit Salary Adjustments (MSA)

- A. Employees shall receive annual MSA in accordance with Government Code section 19832 and applicable CalHR rules.
- B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the MSA.
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.
- D. Employees shall receive upon movement to an alternate range the salary and Merit Salary Adjustment (MSA) provided in the Alternate Range Criteria (ARC) for the class. If there are no specific salary regulations provided in the ARC, the employee shall receive the salary and MSA as provided in CalHR Rule 599.681.
- E. Employees, at the employee's discretion, who are eligible for a range change may defer the employee's range change up to six (6) qualifying pay periods in order to coincide the range change with the effective date of the employee's MSA. Said request by the employee shall be in writing and submitted no less than thirty (30) days prior to the employee's anniversary date for purposes of the range change.

11.8 Night Shift Differential (Excludes Units 14, 15, 17 and 21)

- A. Bargaining Unit employees who regularly work shifts shall receive a night shift differential as set forth below:
 - 1. Employees shall qualify for the first night shift pay differential of \$.40 cents per hour 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 second night shift pay differential of \$.50 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.

B. A “regularly scheduled work shift” are those regularly assigned work hours established by the department director or designee.

11.8.14 Night Shift Differential (Unit 14)

Employees shall receive a shift differential at the rate for evening and night shifts as defined below:

- A. Employees shall qualify for the evening shift rate (8% times the hourly rate) where four (4) or more hours of the regularly scheduled work shift fall between 5 p.m. and 11 p.m.

- B. Employees shall qualify for the night shift rate (10% times the hourly rate) where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.

11.8.15 Night Shift Differential (Unit 15)

- A. Unit 15 employees who regularly work shifts shall receive a night shift differential.
- B. A “regularly scheduled work shift” are those regularly assigned work hours established by the department director or designee.
- C. Unit 15 employees who regularly work shifts where four (4) or more hours of the regular scheduled work shift fall between 6:00 p.m. and 6:00 a.m., shall receive fifty (50)-cents per hour.
- D. Shift differential payments are considered compensation for purposes of retirement.
- E. Shift differential pay will be included when computing benefits and/or additional compensation (i.e., overtime, lump sum payment, SDI, IDL, and EIDL).
- F. Unit 15 employees regularly assigned to work between the hours of 6:00 p.m. and 6:00 a.m. shall receive the shift differential for the designated hours during the period of paid leave.

11.8.17 Night Shift Differential (Unit 17)

- A. Unit 17 employees who regularly work shifts shall receive a night shift differential as set forth below:
 - 1. Employees shall qualify for the first night shift pay differential of sixty cents (\$.60) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
 - 2. Employees shall qualify for the second night shift pay differential of seventy-five cents (\$.75) per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.
- B. A “regularly scheduled work shift” are those regularly assigned work hours established by the department director or designee.

11.9 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by CalHR 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 the employee is using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by CalHR. (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, client, student, or inmate needs;
- c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.

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

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

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

B. Rate:

1. Effective the first pay period following ratification, an employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of two hundred dollars (\$200) per pay period including holidays.

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

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

4. Effective the first pay period following ratification, an employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of one dollar and fifteen cents (\$1.15) per hour.

C. Employees, regardless of the time base or tenure, who use the employee's bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by

CalHR will receive the bilingual differential pay on a regular basis.

D. Bilingual differential payments will become earnings and subject to contributions to the CalPERS, CalSTRS, OASDI (Social Security), levies, garnishments, Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by CalHR 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 CalHR 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 the employee's State service appointment while on bilingual status.

H. WWG 2 employees will receive bilingual salary compensation for overtime hours worked.

I. Employees receiving regular bilingual differential pay will have the employee's transfer rights determined from the maximum step of the salary range for the employee's 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 State Disability leave benefits.

K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.

11.10 ASL Proficiency Incentive for State Special Schools

A. Effective the first day of the pay period, six months after full ratification, and in order to further encourage the immersion of School for the Deaf employees into the Deaf culture and

community, the State agrees to pay any full-time employee at the School for the Deaf (Fremont) or School for the Deaf (Riverside) a one-time bonus based on the following:

Employees evaluated by the American Sign Language Proficiency Interview (ASLPI) Proficiency Levels - ASLPI Preparation, from Gallaudet University, shall receive the following:

1. Level 1 shall receive a one-time bonus of \$400,
2. Level 2 shall receive a one-time bonus of \$500,
3. Level 3 shall receive a one-time bonus of \$600.

B. To receive a one-time bonus payment, the employee must submit documentation of the evaluated proficiency level. An employee may only receive a bonus payment once at each level listed above for a maximum of \$1,500.

C. An employee who successfully completes a proficiency interview and qualifies for a one-time level bonus payment above, shall be reimbursed for the actual cost of the interview when receipts are submitted.

D. Employees receiving the Bilingual Pay Differential established in section 11.9 shall not be eligible for this one-time bonus.

E. Less than full time employees shall receive the one-time bonus on a pro rata basis.

11.11 Union Management Committee on State Payroll System

The parties agree to continue the Union Management Committee that advises the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system. The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, CalHR shall designate a chairperson of the committee. The Union may have one

(1) representative from each bargaining unit who shall serve without loss of compensation.

11.12 Deferred Compensation Plans and Tax-Advantaged Retirement Savings

Employees are eligible to participate in the State of California, Department of Human Resources, 401(k) and 457 plans offered through the Savings Plus Program (SPP).

11.13 Tax Deferral of Lump Sum Leave Cash-Out Upon Separation

- A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out the employee's vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from the employee's cash payment into the employee's existing 457 and/or 401(k) plan offered through the Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401(k) plan account, the employee must enroll in the SPP and become a participant in one (1) or both plans no less than sixty (60) days prior to the employee's date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the timing and amount of annual deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "overdefers" exceeding the limitation on annual deferrals).
- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing plan document (which may at the State's discretion be amended from time to time), and applicable federal and state laws, rules and regulations.
- F. Disputes arising under this section of the Contract shall not be subject to the grievance and arbitration provisions of this Contract.

11.14 State Special Schools Pay Differential (Units 1 and 20)

Effective the first day of the pay period following full ratification by both parties, California Department of Education employees at the State Special Schools for the Deaf (SSSD) campuses in Fremont and Riverside employees in the Support Services Assistant I (Interpreter) (9820) and Translator (5624) classifications shall receive a monthly differential of ten percent (10%) of their regular salary.

11.15 State Special Schools Ten-Month Compensation Agreement (Units 4, 15, 17 and 20)

The Special Schools in the California Department of Education (CDE) shall use the following work schedule policy for permanent, full-time Bargaining Unit 4, 15, 17 and 20 employees that are scheduled to work a ten (10) month school year.

- A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by State Personnel Board (SPB) rule 9) to permanent, full-time Special Schools' employees except when budgetary or program considerations preclude it. Budgetary or program considerations are those which are mandated by the Legislature and/or Governor. This means that these employees shall be scheduled for work (i.e., regular work, overtime work, additional work as school activities necessitate, or work/training during recess periods), or paid State holidays or paid or unpaid leave that the employees use; so, that when all of these are considered in total for the year each employee at the California Schools for the Deaf and California School for the Blind receive a minimum annual compensation equivalent to approximately one thousand seven hundred thirty-four (1,734) hours of the employee's regular (straight-time) rate of pay. Employees at the Diagnostic Centers will receive a minimum annual compensation to approximately one thousand nine hundred thirty-four (1,934) hours of the employees' regular (straight-time) rate of pay based upon the employee's twenty-five (25) day extended work year. The Special Schools may provide an annual compensation greater than one thousand seven hundred thirty-four

(1,734) hours, (one thousand nine hundred thirty-four [1,934] hours for Diagnostic Center's employees) subject to budgetary and program considerations. If an employee chooses not to work, the School's obligation to provide a minimum opportunity for ten (10) months compensation shall be reduced accordingly.

During recess periods, the Special Schools may schedule any combination of work or training. The employee may request to use vacation, other leave credits or dock during this time. The request shall not be unreasonably denied. It is understood by both parties that regular work, work not associated with the employee's normal duties, and training may not be available. Employees may request training that enhances the Special School program.

B. Employees covered by this Agreement:

1. May use vacation leave during the employee's initial six (6) months of employment. This is an exception to the Bargaining Unit 4, 15, 17 and 20 Contract vacation leave provisions.
2. Shall receive seventy (70) hours of vacation leave credit which will be credited to the employee's vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods. In addition, the Special Schools may allow employees to utilize these vacation bank leave credits during scheduled work periods. The seventy (70) hours shall be considered as paid leave and included in the one thousand seven hundred thirty-four (1,734) hours of compensation.
3. Sections B (1) and B (2) shall apply to permanent, part-time employees on a pro rata basis.
4. The seventy (70) hours of vacation leave credit (and pro rated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's

vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.

- C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with the employee's normal and regular duties. These assignments which involve duties not normally associated with the employee's classification shall only occur during recesses. For the purpose of these sections this is not considered out-of-class work.
- D. The Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Contract are met.
- E. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that the employee would benefit over other employees from such docks.
- F. The Special Schools shall provide eligibility for medical and dental benefits during the months of June and July or July and August by scheduling a minimum two (2) days work or training, if available, or vacation or CTO in June and July or July and August.
- G. At the beginning of each academic school year, employees covered by this Article shall be given the irrevocable option to receive either cash or CTO when the employee works overtime during the academic calendar.
CTO can be used by the employee during the academic year or during the recess. Beginning August 31, 2024, CTO balances that remain at the end of August each year shall be cashed out.

Nothing in this subsection shall interfere with any other provision of this Article.

11.16 Geographic Pay Differential

Effective the first day of the pay period following ratification, but no sooner than July 1, 2020, SEIU Local 1000 represented employees, whose worksite is located in Orange, Santa Barbara, Santa Cruz, or San Luis Obispo counties, shall receive a differential of \$250 per month. This

differential shall not be considered as compensation for purposes of retirement contributions. Employees on IDL shall continue this differential.

In the event a worksite is relocated from the counties listed above this differential shall cease at the end of the month the relocation occurs.

11.16.15 Cooks Classification (Unit 15)

Effective July 1, 2016, the following classifications were removed from Pay Differential 67 and three hundred dollars (\$300) was included in the base pay by adjusting the appropriate salary ranges prior to the employees receiving the General Salary Increase.

CLASS CODE	CLASSIFICATION TITLE
2185	Cook Specialist I
2184	Cook Specialist II
2187	Cook Specialist I (Correctional Facility)
2186	Cook Specialist II (Correctional Facility)
2183	Correctional Supervising Cook

11.16.20 Alternate Range (AR) 40 (Unit 20)

A. The State will continue to provide AR 40 compensation to classes currently eligible using the following criteria:

B. Range B. This Range shall apply to incumbents in positions approved by CalHR staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards or resident workers who substantially replace civil service employees for a total of at least one hundred seventy-three

(173) allocated hours of inmates, wards, or resident workers time per pay period.

C. Other classes may be added during the term of this Contract only upon concurrence of the State.

11.17 Recruitment and Retention Differentials (Excludes Unit 17)

A. Upon approval by CalHR, a department may provide a monthly recruitment and retention differential to employees.

B. This differential may be authorized for specific classifications in specific geographic locations or facilities.

C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to CalHR.

D. Less than full-time permanent employees and PI employees may receive a recruitment and retention differential on a pro rata basis.

E. The amount and location of such differentials is neither grievable nor arbitrable.

11.17.17 Recruitment and Retention Differential (Unit 17)

A. Upon approval by the California Department of Human Resources (CalHR) and the Department of Finance (DOF), a department may provide Unit 17 employees a recruitment and retention differential for classifications, facilities, or geographic locations.

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

C. Permanent Intermittent (PI) employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.

D. The department may withdraw any recruitment and retention differential for classifications, facilities, or geographic locations for new hires with a thirty (30) day notice to SEIU Local 1000.

E. The department shall not withdraw the recruitment and retention differential for an employee receiving the recruitment and retention differential during the term of this Agreement.

- F. Neither the decision to implement or not implement the recruitment and retention differential nor the amount of the recruitment and retention differential, if offered, shall be subject to the grievance and arbitration procedure.
- G. The Department of State Hospitals (DSH) may apply the provisions of section 11.17 to specific positions. Other departments may be afforded this provision by mutual agreement of the parties.

11.18 Case Records Technician and Correctional Case Records Analyst: Recruitment and Retention Differential (Units 1 and 4)

Effective the first day of the pay period following ratification, but no sooner than January 1, 2020, Case Records Technicians and Correctional Case Records Analysts who are performing duties outlined in the class specifications and were employed for the previous twelve (12) consecutive qualifying pay periods, shall be eligible for this recruitment and retention differential of two thousand four hundred dollars (\$2,400). This recruitment and retention payment is payable within thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

- A. If an employee terminates, transfers out of an eligible class, or is discharged prior to completing the twelve (12) consecutive pay periods, there will be no pro rata payment for those months.
- B. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention pay differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive pay periods.
- C. If an employee is on an unpaid leave of absence or has a disqualifying pay period, only the time that qualifies before and after will count toward the qualifying time needed to satisfy the 12 consecutive pay period criteria.

D. This payment shall not be considered as “compensation” for purposes of retirement.

E. If either or both of these classifications are consolidated with other classifications, this pay differential will sunset upon the effective date of that classification consolidation.

11.18.17 Retirement Compensation (Unit 17)

All current monthly recruitment and retention differential payments shall be considered as compensation for purposes of retirement, consistent with PEPRA and all applicable laws.

11.19.3 Recruitment and Retention Differentials (Unit 3)

- A. The State and the Union agree to the following general provisions for authorization of recruitment and/or retention differentials:
- B. Upon justification of need and approval by CalHR, employees in Unit 3 classifications may receive a recruitment and/or retention differential for specific positions, classifications, facilities, or geographic locations. Circumstances which may support the need for recruitment and/or retention differentials may include but are not limited to situations such as remote institutions/facilities which cannot recruit qualified staff, institutions/facilities where prevailing compensation provisions exceed those offered by the State, or classifications in high demand.
- C. The amount of recruitment and/or retention differential shall not exceed five hundred dollars (\$500) per month, and certification of available funding must be provided by the implementing department and approved by the DOF.
- D. The State agrees to provide the Union with a minimum of thirty (30) days’ notice prior to implementation or discontinuance of a recruitment and/or retention differential, and to meet and discuss impact.
- E. Permanent employees who work less than full time (either on a Contract schedule or 9/12, 10/12, or 11/12 schedule and PI employees) shall be eligible to receive approved recruitment and/or retention differentials. Payments for these employees shall be calculated on a pro rata basis.

- F. Recruitment and/or retention payments shall not be considered compensation for purpose of retirement contributions.
- G. All approved recruitment and/or retention differentials shall be initially authorized for a period of twelve (12) months and may be renewed for additional twelve (12) month periods.

11.19.4 Recruitment and Retention – Senior Legal Typist and Legal Secretary (Unit 4)

Effective the first day of the pay period following ratification by both parties, Pay Differential 141 will be updated to add Sacramento and Fresno Counties to the Location section for the Senior Legal Typist, Range A & B (3224), and Legal Secretary, Range A & B (1282).

11.19.20 Recruitment and Retention (Unit 20)

- A. Upon approval by CalHR, departments may provide Unit 20 employees a recruitment and retention differential for specific positions, classifications, facilities or geographic locations.
- B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- C. Permanent Intermittent employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.
- D. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. The department may withdraw any recruitment and retention differential for specific positions, classifications, facilities or geographic locations for new hires with a thirty (30) day notice to SEIU Local 1000.
- F. It is understood by the Union that the decision to implement or not implement 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.

11.20 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional Center, and Pelican Bay State Prisons (Excludes Units 17 and 21)

A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of two thousand six hundred dollars (\$2,600), 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, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons, there will be no pro rata payment for those months at either facility.

C. If the department mandatorily transfers an employee, the employee shall be eligible for a pro rata share for those months served.

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

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

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

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

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

qualifying pay periods before receiving the initial payment of two thousand six hundred dollars (\$2,600).

I. 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, and the amount of such payments rests solely with the State and that decision is not grievable or arbitrable.

11.20.20 INTENTIONALLY EXCLUDED

11.21.1 Recruitment and Retention Pay Differential – Personnel Specialist Series, Pay Differential #211

Alameda County will be added to the existing pay differential #211.

The addition of Alameda County is effective August 26, 2019, for the Department of Industrial Relations and the first of the month following ratification for any other affected departments.

11.21.4 Recruitment and Retention Differentials – Account Clerk Series - California Department of Corrections and Rehabilitation (Unit 4)

A. Upon approval by the California Department of Human Resources (CalHR), the California Department of Corrections and Rehabilitation (CDCR) may provide recruitment and retention differentials to Unit 4 employees as follows:

1. Either up to two hundred dollars (\$200) per month (monthly), or
2. Up to two thousand four hundred dollars (\$2,400) per year (annual payment).

These differentials may be authorized for specific Unit 4 classifications in specific geographic locations or facilities based on the needs of the State.

B. When the annual payment is authorized, employees must complete twelve (12) consecutive qualifying pay periods in order to receive the annual payment. No payment nor pro rata share of the payment, shall be given if the employee separates or is discharged from State service, is rejected on probation, or voluntarily transfers to another location

where the differential is not authorized. Time spent on SDI does not count as a qualifying pay period.

If an employee who is receiving a monthly differential transfers to a location where the differential is not authorized, the differential shall be discontinued.

- C. 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 during the twelve (12) consecutive qualifying pay periods. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on a total number of hours worked within the monthly pay period.
- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. It is understood by SEIU Local 1000 that the decision to implement or not implement annual recruitment and retention payments or monthly differentials 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.
- F. Classifications which are eligible for this differential include:

CLASS	SCHEMATIC CODE
(1) Account Clerk II	CU70
(2) Accounting Technician	CU80
(3) Senior Account Clerk	CU60
- G. It is understood by the parties that this provision is designed to address recruitment and retention problems that exist in specific classifications at individual facilities, and that the decision to implement such a differential rests solely with the State.

11.21.15 Staged Pay Differential (Unit 15)

- A. Effective the first day of the pay period following ratification by both parties, employees who are employed in the classifications of Food Service

Technician I (2194), Food Service Technician II (2193), Cook Specialist I (2185), Cook Specialist II (2184), Food Service Worker I (Safety) (2198), Food Service Worker II (Safety) (2199), Food Service Supervisor I (2258), Cook Specialist II (Correctional Facility) (2186), and Correctional Supervisor Cook (Correctional Facility) (2183) shall be eligible for a staged pay differential as follows.

1. 2% after passing probation in an eligible classification
2. 3% after completion of working in the eligible classification for twelve (12) months (for a total of 5%)
3. 1.50% after completion of working in the eligible classification for twenty-four (24) months (for a total of 6.50%)

B. To be eligible for this pay differential, employees must have a qualifying pay period.

C. For the purposes of counting qualifying time towards eligibility for payment of the pay differential, approved leaves of absence such as maternity/paternity leave, medical leave, FMLA or military leave shall not be considered a break in service or considered to break the required months in the classification. For example, if an employee has worked 5 months in an eligible classification, and takes 3 months of FMLA, the employee will have only 7 months to complete a 12-month requirement.

D. If an employee transfers from a classification listed above to another classification listed above, the qualifying time shall be cumulative.

E. If an employee voluntarily terminates, transfers or is discharged prior to completing one or all the requirements listed in subsection A above, there will be no pro-rata payment.

F. Part-time permanent employees shall receive the pay differential on a pro-rata basis.

G. Permanent intermittent employees shall receive the pay differential on a pro-rata basis based on the hours worked in the pay period.

H. This pay differential shall not be considered as compensation for purposes of retirement contributions.

I. This pay differential shall only be grievable up to Step 3 (CalHR) of the grievance and arbitration procedures.

11.21.17 Seniority Differential (Unit 17)

Effective July 1, 2024, the Departments shall provide Unit 17 employees a seniority differential for CDCR/CCHCS (Class code 9275 – Registered Nurse, Correctional Facility), DSH (Class code 8094 – Registered Nurse, Safety), DVA (Class code 8165 – Registered Nurse), DDS (Class code 8165-Registered Nurse) and CDPH (Class code 8011 – Health Facilities Evaluation Nurse).

A. Employees in eligible classifications listed above and who meet the service criteria listed below shall be eligible for a seniority differential:

Effective July 1, 2024:

17, 18, 19 years of State Service	2%
20 years or more of State Service	3%

Effective July 1, 2025:

17, 18, 19 years of State Service	2%
20, 21, 22 years of State Service	3%
23 years or more of State Service	4%

Effective July 1, 2026:

17, 18, 19 years of State Service	2%
20, 21, 22 years of State Service	3%
23, 24 years of State Service	4%
25 years or more of State Service	5%

B. All time spent in State service shall count, as long as the employee is in a classification listed above at the time of eligibility for the pay differential.

C. Twelve (12) months of qualifying full-time state service equals one (1) year regardless of classification.

D. The above percentages are non-cumulative; i.e., an employee who has been in State service for twenty (20) years is eligible for a pay differential of three percent (3%) above base salary, not the cumulative total of years 17, 18, 19 and 20 (e.g., five percent [5%]).

E. This pay differential is PERSable.

11.21.20 Workforce Stability Stipend – Certified Nursing Assistants, Class Code 8185, at Veterans Home of California – West Los Angeles and Veterans Home of California - Yountville

The workforce stability stipend is considered a lump sum payment outside of the employee's base pay and is offered as an incentive for Bargaining Unit 20 employees, Certified Nursing Assistants (CNAs), class code 8185, who are employed at Veterans Home of California (VHC) - West Los Angeles and VHC-Yountville for the duration of the contract term between the period of July 1, 2023 through June 30, 2026.

A. Effective the first day of the pay period following ratification by both parties, eligible Bargaining Unit 20 employees shall accrue a Workforce Stability stipend up to a maximum of nine-thousand dollars (\$9,000) as outlined below:

1. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of July 1, 2023 through December 31, 2023 up to a maximum accrual of one thousand five hundred dollars (\$1,500) for the six (6) qualifying pay periods. The workforce stability stipend(s) earned for the period of July 1, 2023, through December 31,

2023, shall be processed as a lump sum payment in January 2024.

2. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of January 1, 2024, through June 30, 2024, up to a maximum accrual of fifteen hundred dollars (\$1500) for the 6 qualifying pay periods. The workforce stability stipend(s) earned for the period of January 1, 2024, through June 30, 2024, shall be processed as a lump sum payment in August 2024.
3. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of July 1, 2024, through December 31, 2024, up to a maximum accrual of fifteen hundred dollars (\$1500) for the 6 qualifying pay periods. The workforce stability stipend(s) earned for the period of July 1, 2024, through December 31, 2024, shall be processed as a lump sum payment in January 2025.
4. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of January 1, 2025, through June 30, 2025, up to a maximum accrual of fifteen hundred dollars (\$1500) for the 6 qualifying pay periods. The workforce stability stipend(s) earned for the period of January 1, 2025, through June 30, 2025, shall be processed as a lump sum payment in August 2025.
5. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of July

1, 2025, through December 31, 2025, up to a maximum accrual of fifteen hundred dollars (\$1500) for the 6 qualifying pay periods. The workforce stability stipend(s) earned for the period of July 1, 2025, through December 31, 2025, shall be processed as a lump sum payment in January 2026.

6. Certified Nursing Assistants, class code 8185, employees shall accrue a workforce stability stipend of two-hundred and fifty dollars (\$250.00) for each qualifying pay period worked at either VHC-West Los Angeles or VHC-Yountville between the period of January 1, 2026, through June 30, 2026, up to a maximum accrual of fifteen hundred dollars (\$1500) for the 6 qualifying pay periods. The workforce stability stipend(s) earned for the period of January 1, 2026, through June 30, 2026, shall be processed as a lump sum payment in August 2026.
 7. The employee's right to receive the workforce stability stipend shall not vest unless they are still employed in the specific Bargaining Unit 20 classification in the specified locations as outlined above.
- B. Workforce stability payments issued under this section shall not be considered compensation for retirement purposes.
 - C. The eligibility and payment of workforce stability payments are not subject to the grievances and arbitration procedures outlined in Article 6.

11.22 Institutional Worker Supervision Pay Differential (Excludes Unit 1)

- A. Employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred twenty (120) hours a pay period shall, subject to the approval of CalHR, receive a pay differential of one hundred ninety dollars (\$190) per qualifying pay period.
- B. The pay differential shall be subject to CalPERS deductions for the purpose of retirement contributions.

C. The pay differential shall be prorated for less than full-time employees.

D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump-sum vacation, sick leave, and excess hours due to fluctuating work schedules.

E. Upon promotion to a higher classification in State service, an employee receiving compensation under this pay differential shall move from the employee's combined salary rate (base salary plus Supervision of Inmates/Wards/Resident Workers Pay Differential rate) to compute the appointment rate.

11.22.1 Institutional Worker Supervision Pay Differential (Unit 1)

- A. Unit 1 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred seventy-three (173) hours a pay period shall, subject to the approval of CalHR, receive a pay differential of three hundred twenty-five dollars (\$325) per qualifying pay period. This differential shall be called Institutional Worker Supervision Pay (IWSP).
- B. The pay differential shall not be subject to CalPERS deductions for either the employee or the State.
- C. The pay differential shall be prorated for less than full-time employees.
- D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump sum vacation, sick and excess hours due to fluctuating work schedules.
- E. Upon promotion to a higher classification in State Service an employee receiving compensation under this pay differential shall move from the employee's combined salary rate (base salary plus IWSP) to compute the appointment rate.
- F. To implement the change from AR40 to the IWSP differential, a red circle rate will be authorized where the employee's IWSP differential is greater than the employee's base salary plus IWSP. The red circle rate will

equal the difference between the two described pay levels. The red circle rate concept shall continue until such time as the employee's adjusted base salary plus the IWSP equals or exceeds the employee's salary with AR40.

11.22.4 INTENTIONALLY EXCLUDED

11.22.15 Custodian Alternative Range for Medical Cleaning (Unit 15)

Due to the complexity required to achieve the highest standards of hospital level cleaning, the State shall establish an alternate range for employees in the Custodian I (Class Code 2011) and Custodian II (Class Code 2003) classifications who are employed by the California Correctional Health Care Services (CCHCS), California Department of Corrections and Rehabilitation (CDCR), California Department of Veterans Affairs (CalVET), California Prison Industry Authority CalPIA), Department of Developmental Services (DDS) or the Department of State Hospitals (DSH).

Effective the first day of the pay period six (6) months following ratification by both parties, the minimum and maximum salaries of the new alternate range will be established at ten percent (10%) higher than Range A of the current Custodian I classification (Class Code 2011) and ten percent (10%) higher than current range for Custodian II classification (Class Code 2003). Movement between Alternate Range A for Custodian I and the new alternate range shall be based on Rule 599.681 and movement between the current range for Custodian II and the new alternate range shall be based on Rule 599.681.

11.23.1 Out-of-State Pay Differential (Unit 1)

- A. Employees who are headquartered out-of-state or who are on permanent assignment to travel at least fifty percent (50%) of the time out-of-state shall receive an out-of-state

pay differential of three hundred forty-six dollars (\$346) per month.

- B. Less than full-time employees shall receive the out-of-state pay differential on a pro rata basis based upon the employee's reduced time base.

11.23.4 Out-of-State Pay Differential (Unit 4)

A. Employees who are headquartered out-of-state shall receive an out-of-state pay differential of three hundred forty-six dollars (\$346) per month.

B. Less than full-time employees shall receive the differential on a pro rata basis based on the employee's reduced time base.

11.23.11 Out-of-State Pay Differential (Unit 11)

Employees in the classifications listed below, who are out of state on a long-term assignment, shall receive an out-of-state pay differential as follows:

SCHEMATIC CODE	CLASS CODE	TITLE	PAY DIFFERENTIAL
GY10	3390	Assistant Steel Inspector	\$465 per month
HB40	3462	Electrical Construction Inspector	\$465 per month
UA40	8025	Specialist I Disaster Assistance Programs	\$465 per month
UA45	8030	Specialist II Disaster Assistance Programs	\$465 per month
UC30	8079	Disaster Worker Specialty Services (Various Disasters)	\$465 per month
HB70	3468	Mechanical Construction Inspector	\$465 per month
GY20	3389	Structural Steel Inspector (Non-Destructive Testing)	\$465 per month
GX90	3387	Associate Steel Inspector	\$465 per month
HB30	3461	Electrical Construction Supervisor I	\$465 per month
HB60	3466	Mechanical Construction Supervisor I	\$465 per month
HA60	3449	Construction Inspector	\$465 per month
HA50	3443	Construction Supervisor I	\$465 per month
GP30	3043	Water Resources Technician II	\$465 per month
GP20	3042	Water Resources Engineering Associate	\$465 per month

11.24.1 Bay Area Recruitment and Retention Pay Differential (Unit 1)

Upon appointment to a position in one of the following classifications in an eligible county, employees shall receive a five percent (5%) pay differential. If an employee transfers out of an eligible location or classification the differential shall be rescinded. The State may extend these provisions to employees already in these classifications in eligible counties, and if an incumbent transfers out of an eligible location or classification the differential shall be rescinded.

Eligible Counties:

- Alameda
- Contra Costa
- San Francisco
- San Mateo
- Santa Clara

Eligible Classifications:

- 1401 Information Technology Associate
- 1402 Information Technology Specialist I
- 1414 Information Technology Specialist II

The differential provided for by this section shall not be subject to CalPERS deductions, and it will not be included when calculating any overtime compensation otherwise provided for by this Contract.

11.25.1 Personnel and Payroll Specialist: Recruitment & Retention Differential (Unit 1)

Personnel and Payroll Specialists and Senior Personnel and Payroll Specialists who are performing duties outlined in the class specifications and employed for twelve (12) consecutive qualifying pay periods after January 1, 2001, shall be eligible for a recruitment and retention differential payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods in accordance with corresponding the qualifying pay periods and eligibility below:

- 12 or more Qualifying Pay Periods – \$2,400

24 or more Qualifying Pay Periods – \$3,000

36 or more Qualifying Pay Periods – \$3,600

48 or more Qualifying Pay Periods – \$4,800

ELIGIBILITY

- A. If an employee terminates, transfers or is dismissed, prior to completing the twelve (12) consecutive pay periods, there will be no prorated payment for those months.
- B. If an employee promotes out of the Personnel and Payroll Specialist classification series the employee will be eligible for a pro rata share for those months.
- C. 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.
- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. For the purpose of this section, movement to Staff Services Analyst, will be considered a promotion.
- F. If an employee is placed on a Training and Development assignment to a classification other than an eligible classification, they shall be entitled to a pro rata share of the applicable differential and shall not be eligible for this differential during the duration of their training and development assignment.
- G. No employee shall be eligible for this bonus if they have not completed at least 12 qualifying pay periods.

11.26.1 Arduous Duty Differential for FLSA Exempt Employees (Unit 1)

The State shall establish an “arduous pay” program to provide additional compensation to FLSA exempt employees assigned to WWGs E and SE when there is no other way to recognize the performance of additional duties and responsibilities which clearly exceed the normal demands of an employee’s classification/position. Employees shall be eligible for this pay differential for up to four months per fiscal year (or per event for emergencies involving loss of life or property).

Requests for arduous pay shall be made to CalHR on a case-by-case basis by the employing department. CalHR shall evaluate said requests based on whether it satisfies all of the following:

A. Nonnegotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or the employee's supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for the employee's work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

B. Work Exceeds Normal Work Hours and Normal Productivity

The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment.

Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal workweek, there is a demand for and achievement of greater productivity or result.

C. Work is Unavoidable

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

D. Work Involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than twelve (12) to fourteen (14) days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

E. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

CalHR decisions to deny arduous pay shall not be subject to the grievance or arbitration provisions of this Contract.

The differentials shall be \$300 per workweek, up to \$1200 total per pay period. Any workweek that overlaps months should be counted in the month that the workweek ends.

An employee may be paid: \$300, \$600, \$900 or \$1200 per pay period.

11.27.1 California State Lottery (CSL) Sales Incentive Bonus (Unit 1)

The purpose of the Sales Incentive Bonus Program is to incentivize and reward individual effort for the purpose of responsibly increasing sales and profits to provide additional supplemental funding for public education, consistent with the CSL's mission. The CSL reserves the right to manage the variety and quantity of products offered for sale to stay within its budgetary and legal mandates.

Employees appointed to the CSL classifications of District Sales Representative (DSR), DSR Permanent Intermittent (PI), DSR "Floater", and Key Accounts Specialist (KAS), are eligible to receive a sales bonus based on achievement of sales in the following two (2) product categories: Scratchers and Target Games which shall be designated by the Director or designee. A DSR PI and a DSR "Floater" are both permanent and not assigned a territory. The difference is a DSR PI has an intermittent time base and a DSR "Floater" has a full-time time base.

The following provisions shall govern the program:

- A. Prior to the beginning of each new quarter, the CSL Director or designee shall announce a statewide sales goal for each of the two (2) product categories identified above. Individual achievement of quarterly sales goals for each territory or account list is measured against the established quarterly CSL statewide

sales goals for each of the two (2) product categories. The sales bonus for eligible employees is based on sales achievement in each of the two (2) product categories. Scratchers sales are defined as only those ticket packs that have been financially settled by retailers, less returned tickets from those packs.

- B. A quarter is defined as a traditional three (3) month state fiscal-quarter as used for all financial and sales reports. An example of a fiscal quarter for FY 2023/24 is as follows:

Quarter	Beginning	Ending
1	July 1, 2023	September 30, 2023
2	October 1, 2023	December 31, 2023
3	January 1, 2024	March 31, 2024
4	April 1, 2024	June 30, 2024

- C. The CSL Sales & Marketing Division shall issue a quarterly report showing the percentage contribution (market share) of the employee's sales area to actual statewide sales. The "market share" of each sales area is the percentage contribution of the territory or account list to actual statewide sales during the same fiscal quarter of the previous fiscal year.

For example, the individual goal for quarter 1 of FY 2023 /24sales will be based on the market share from Quarter 1 of FY 2022/23 sales.

- D. Each product category is allocated a percentage of the total award dollar with each level as follows: Scratchers seventy percent (70%); and Target Games thirty percent (30%). Upon completion of each quarter and a qualifying period, if a territory or assigned account list achieves at least a Level 1 sales goal in any product category, the employee receives the appropriate percentage of the total award attributable to that product for the

level achieved. With a qualifying period, the employee is eligible to attain an award for each of the two product categories.

If Target Games are not designated in a given fiscal quarter, the Director or designee shall redirect the Target Games percentage to the Scratchers product category.

E. Bonus levels and corresponding dollar awards attributable to each level are listed below:

Bonus Level	Level 1	Level 2	Level 3	Level 4
% of Sales Goal Achieved	102%	105%	108%	112%
District Sales Representative (DSR) Maximum Bonus Award (70%)	\$1,232	\$1,792	\$2,352	\$3,584
Scratchers Product (30%) Target Games	\$370	\$538	\$706	\$1,075
Key Account Specialist (KAS) Maximum Bonus Award (70%)	\$1,792	\$2,352	\$3,192	\$4,424
Scratchers Product (30%) Target Games	\$538	\$706	\$958	\$1,327

- F. If the CSL deems it necessary to adjust one or more of the bonus level percentages; it shall notify the Union and meet and confer, upon request, concerning the impact of the proposed adjustment.
- G. Each eligible employee described in subsections G (4) through G (10) shall be required to work a qualifying period to be eligible for a bonus.
1. A qualifying period is defined as actually working in a territory or actually working an assigned account list, which includes CSL approved training and required meetings, a minimum of sixty-five percent (65%) of actual available work hours in a fiscal quarter, excluding holidays and weekends.
 2. Formula for a qualifying period: The number of work days in a fiscal quarter times eight (8) hours times sixty-five percent (65%).-
 3. Example Quarter 1 of Fiscal Year 2023/24 has 63 working days multiplied by 8 hours and the product of that is multiplied by 0.65. This means a qualifying period for quarter 1 of FY 2023/24 is 327.6 hours.
 4. A full-time employee who works a qualifying period and who works in an assigned territory or an assigned account list during the fiscal quarter is eligible for the bonus level achieved, by that territory/account list during that quarter as identified in the applicable table above.
 5. A DSR PI or "Floater" who works a qualifying period and who works in a single territory during the fiscal quarter is eligible for the appropriate level bonus achieved by that territory during that quarter.
 6. A DSR PI or "Floater" who works a qualifying period and who works in more than one territory in a single district during the fiscal quarter is eligible for the appropriate level bonus achieved by the that district office during that quarter.

7. ADSR PI or “Floater” who works a qualifying period and who works in more than one territory and in more than one district in either the North or South Regions during the fiscal quarter is eligible for the appropriate level bonus achieved by that region during that quarter.
8. A DSR PI or “Floater” who works a qualifying period and who works in more than one territory in both the North and South Regions during the fiscal quarter is eligible for the appropriate level bonus achieved by the State during that quarter.
9. A permanent part-time employee who works a qualifying period and achieves a sales bonus level in a product category during the fiscal quarter is eligible to receive a percentage of the bonus dollar amount for that level consistent with the time base. The qualifying period as defined in subsection G (1) is prorated to the time base.
10. An employee appointed to a limited-term or retired annuitant position of DSR or KAS shall be eligible to participate in this program consistent with the criteria established for full-time or intermittent employees.

H. Bonus payments shall be made within sixty (60) days after the fiscal quarter ends.

- I. Bonus awards paid pursuant to this section are excluded from compensation for retirement purposes.
- J. Bonus awards paid pursuant to this section are considered compensation for taxation purposes.
- K. This section shall be grievable only to Step 2 of the grievance procedure (Director, CSL).

When the CSL makes a change to the sales incentive bonus they will notify the Union pursuant to Article 24.1.

- M. Due to required system changes, the transition to fiscal quarters, will not occur immediately upon ratification. Once system changes have been made and the CSL is ready to transition to the fiscal quarter, the CSL will issue a one-time bonus, for the remaining time in the current (non-fiscal) bonus quarter and the beginning of the new fiscal year quarter. All of the above bonus eligibility criteria apply, except quarter dates, determining market share steps, and amount of bonus. The quarter will be defined as beginning on the date the CSL has implemented the necessary system changes and ending on the last day prior to the beginning of the next fiscal quarter. Market share will be calculated from actual settlement sales from the same timeframe one year prior. The bonus amounts will be prorated based on the number of days in the identified timeframe. This will not result in employees receiving more than one bonus for any period of time, and instead is intended to mitigate the impact of transition from the current non-fiscal quarters to the fiscal quarters. This one time transitional bonus quarter will be prorated based upon the length of the quarter. The bonus payout amounts for the 2020-2023 MOU will remain in effect and shall increase as specified in this section upon the first full bonus quarter following ratification by both parties.

11.27.4 California State Lottery (CSL) Scratcher Sales Bonus (Unit 4)

The purpose of the Scratchers Sales Bonus Program is to incentivize and reward individual effort and performance for the purpose of responsibly increasing sales and profits to provide additional supplemental funding for public education, consistent with the CSL's mission. The CSL reserves the right to manage the variety and quantity of Scratchers offered for sale in order to stay within its budgetary and legal mandates.

The classifications of Lottery Ticket Sales Specialist (LTSS) and Lottery Ticket Sales Senior Specialist (LTSSS) shall be eligible to receive sales bonuses as governed by the following provisions:

A. The sales bonus shall be based solely on sales of Scratchers. Scratchers sales are defined as only those packs that have been financially settled by retailers, less returned tickets from those packs. Prior to the beginning of each new quarter of the fiscal year, the CSL Director or designee shall set statewide sales goals for Scratchers. Individual achievement of quarterly sales goals for each retailer assignment is measured against the established quarterly CSL statewide sales goal for Scratchers.

B. CSL Sales & Marketing Division shall issue a quarterly report showing the percentage contribution (market share) of statewide sales for Scratchers products for each retailer assignment. The “market share” of each sales area is defined as the percentage contribution of the employee’s retailer assignment to actual statewide sales during the same fiscal quarter of the previous fiscal year, also identified as “year over year”.

For example: The individual goal for Quarter 1 of FY 2023/24 sales will be based on the market share from Quarter 1 of FY 2022/23 sales.

Fiscal quarters to be adjusted to three-month quarterly periods. (Q1 = July, August, September); (Q2 = October, November, December); (Q3 = January, February, March) (Q4 = April, May, June)

Quarter	Beginning	Ending
1	July 1, 2023	September 30, 2023
2	October 1, 2023	December 31, 2023
3	January 1, 2024	March 31, 2024
4	April 1, 2024	June 30, 2024

C. Upon completion of each fiscal quarter and a qualifying period as defined below, if the retailer assignment achieves at least the first level sales goal in Scratchers products, the eligible employee receives the appropriate bonus award for that level, as described below. Subsequent awards are based upon achieving greater sales levels for the Scratchers.

Example: If a retailer assignment achieves Level 1 goal in Scratchers sales, the participant receives Level 1 bonus.

D. Bonus levels and corresponding dollar awards attributable to each level are listed below:

BONUS LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
% OF SALES GOAL ACHIEVEMENT	102%	105%	108%	112%
Lottery Ticket Sales Specialist	<u>\$336</u>	<u>\$672</u>	<u>\$1,008</u>	<u>\$1,344</u>
Lottery Ticket Sr. Sales Specialist	<u>\$336</u>	<u>\$672</u>	<u>\$1,008</u>	<u>\$1,344</u>

E. Each eligible employee described below shall be required to work a qualifying period as defined in subsection (F) to be eligible for a bonus.

1. A full-time employee who works a qualifying period and who works a single retailer assignment during the fiscal quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.

2. A permanent intermittent employee who works a qualifying period and who works a single retailer assignment during the fiscal quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.

3. A permanent intermittent employee who works a qualifying period and who works more than one retailer assignment in either the North or the South region during the fiscal quarter shall be eligible for the appropriate level bonus achieved by the region.
4. A permanent intermittent employee who works a qualifying period and who works more than one retailer assignment in both the North and South regions during the fiscal quarter shall be eligible for the appropriate level bonus achieved by the State.
5. A part-time employee who works a qualifying period shall be eligible for a percentage of the bonus dollar amount consistent with the employee's time base. The qualifying period as defined below shall be prorated to the time base.

Example: A three quarter (3/4) time employee who works a qualifying period and who achieves Level 1 sales shall be eligible to receive three quarters (3/4) of the dollar amount for that level. In this example, the qualifying period for eligibility is proportionately reduced by twenty-five percent (25%).

F. For purposes of this bonus provision, the following definitions shall apply:

1. "Qualifying period" is defined as actually working a regular retailer assignment, which includes CSL approved training and required meetings, no less than sixty-five percent (65%) of actual available work hours in a fiscal quarter, excluding holidays and weekends.

Formula for a qualifying period: The number of work days in a fiscal quarter times eight (8) hours-times sixty-five percent (65%).

Example: Quarter 1 of Fiscal Year 2023/24 has 63 working days, multiplied by 8 hours, and the product of that is

multiplied by 0.65. This means a qualifying period for Quarter 1 of FY 2023/24 is 327.6 hours.-

2. "Retailer assignment" is defined as the assigned group of retailers for which the employee has Scratchers inventory management responsibilities either through the use of a Scratchers inventory management system or through regular retailer telephone activity. Retailer assignment does not include activity with retailers which are redirected to an employee because of coworker absences.

- G Bonus payments shall be made quarterly within sixty (60) days after the end of the fiscal quarter.
- H Bonuses paid pursuant to this section are excluded from compensation for retirement purposes.
- I Bonuses paid pursuant to this section are considered compensation for taxation purposes.
- J. When the CSL makes a change to the Scratchers Sales Bonus they will notify the Union pursuant to Article 24.1.
- K. Due to required system changes, the transition to fiscal quarters, will not occur immediately upon ratification. Once system changes have been made and the CSL is ready to transition to the fiscal quarter, the CSL will issue a one-time bonus, for the remaining time in the current (non-fiscal) bonus quarter and the beginning of the new fiscal year quarter. All of the above criteria apply, except quarter dates, determining market share steps, and amount of bonus. The quarter will be defined as beginning on the date the CSL has implemented the necessary system changes and ending on the last day prior to the beginning of the next fiscal quarter. Market share will be calculated from actual settlement sales from the same timeframe one year prior. The bonus amounts will be prorated based on the number of days in the identified timeframe. This will not result in employees receiving more

than one bonus for any period of time, and instead is intended to mitigate the impact of transition from the current non-fiscal quarters to the fiscal quarters. This one time transitional bonus quarter will be prorated based upon the length of the quarter. The bonus payout amounts for the 2020-2023 MOU will remain in effect and shall increase as specified in this section upon the first full bonus quarter following ratification by both parties.

11.28.1 California State Lottery (CSL) Business Building Incentive (BBI) Program (Unit 1)

This provision is effective following ratification by both parties.

- A. The objective of the BBI program shall be to add new and viable Lottery retailer locations. A new retailer location is one that has never sold Lottery products or has contracted to sell “Scratcher-Only” products.
- B. The Lottery Director or designee shall identify a “product game” that shall be the focus of the BBI. The Lottery Director or designee shall also determine the specific criteria for the product game.
- C. The classifications of District Sales Representative (DSR) and Key Account Specialist (KAS) shall be eligible for the incentive award.
- D. For each new qualifying retailer location, the employee shall receive an incentive award of two hundred fifty dollars (\$250).
- E. The CSL will provide weekly BBI product sales advisory information on a bi-weekly basis to allow tracking of retailer activation and sales activity. An official BBI product sales report will be issued by the CSL following the end of each retailer’s qualifying period.
- F. The employee shall submit a claim for the recruitment incentive award within thirty (30) days following the issue date of the sales report referenced in subsection E. Awards shall be paid, upon verification by the CSL, no later than sixty (60) calendar days after the completed claim is submitted by the employee.

- G. Program criteria: In addition to specific criteria for the BBI product game determined by the CSL Director or designee the following program criteria shall be met:
1. A new retailer shall be one that has never sold Lottery products or has contracted to sell “Scratcher-Only” products.
 2. A qualifying retailer shall be located within the employee’s regularly assigned territory or on the employee’s regularly assigned account list at the date of activation.
 3. In the event that more than one employee, DSR/KAS, has direct participation in the recruitment of a qualifying retailer, the incentive award shall be divided equally between the recruiters. Direct participation shall be substantiated by the Lottery Sales Manager or Key Accounts Chief, as appropriate. The Key Accounts Chief shall determine, if necessary, the beginning and ending periods for targeted account recruiting.
 4. If the retailer location is re-assigned during a qualifying period from one DSR’s regularly assigned territory to another DSR’s regularly assigned territory or from one KAS’s regularly assigned account list to another KAS’s regularly assigned account list, or if the employee does not have a regularly assigned territory/account list, the award will be made in favor of the recruiting employee (DSR/KAS).
 5. Upon written request from an employee, an exception to specific product game criteria may be granted by the CSL Director or designee prior to retailer activation.
- H. Terminal Malfunction: Upon notification from the employee and verification by management that the on-line terminal of the qualifying retailer became inactive due to technical malfunction of the phone line or “the G-Tech” line after the initial activation date and during the qualifying period, said qualifying period will be extended by the number of inactive days. Extensions shall be approved by the CSL Director or designee.

- I. Game Termination: A BBI product game may be modified or discontinued by the CSL Director or designee due to technical, financial, or legal reasons. If the BBI product game is discontinued, the CSL is not obligated to provide a replacement game. If a retail location meets the criteria established for the game prior to its discontinuance, the recruiting employee shall have qualified for the incentive award. If an employee recruits a new retailer and the CSL subsequently discontinues the BBI product game due to financial, technical, or legal reasons before the new retailer has on-line Status Code 1 or 2, and the CSL introduces a replacement target game within one hundred twenty (120) days after the discontinued game, the tracking period shall begin with the effective date of the replacement game. The Union shall be given notice and an opportunity, upon request, to meet and discuss the impact of this action.
- J. The employee shall submit a discrepancy correction for a bona fide retailer within ninety (90) days of the retailer activation. Discrepancies not submitted within the stated period will not be eligible for bonus payment.
- K. Incentive awards paid pursuant to this agreement shall be considered compensation for taxation purposes.
- L. Incentive awards paid pursuant to this agreement shall be excluded from compensation for retirement purposes.
- M. The provisions of this agreement shall be grievable only through the department level of the grievance procedure (Director, CSL).

11.29.1 Investment Officer III and II, Incentive Award Program (Unit 1)

California Public Employees' Retirement System (CalPERS) and the State Teachers' Retirement System (CalSTRS) agree to enhance the Investment Officer, Incentive Award Program, which includes the addition of the Investment Officer II classifications, in addition to the Investment Officer III classifications, as eligible to receive the incentive award. The Incentive Award Program shall be administered in accordance with departmental policy and criteria, for Investment Officer III's and II's employed at the California Public Employees' Retirement System (CalPERS) and the State Teachers' Retirement System (CalSTRS).

11.30.1 Professional Certification Pay (Unit 1)

- A. Subject to the criteria listed in section B, a department may provide a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination a bonus.
- B. Bonus Criteria
 - 1. The bonus shall consist of three thousand six hundred dollars (\$3,600) regardless of the number of certifications received and shall be paid in three (3) equal installments of one thousand two hundred dollars (\$1,200) at intervals of twelve (12) qualifying pay periods. The first installment shall be paid in twelve (12) qualifying pay periods after the employee's request and the employer's verification.
 - 2. In order to be eligible for the bonus, the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited college or university, including courses in elementary and advanced accounting, auditing, and cost accounting.
 - 3. The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.
- C. An employee who transfers to another State department and otherwise continues to qualify for the bonus must request the new department to continue the bonus on schedule. The new department may or may not agree to the continuation of the bonus. In any case the bonus shall not exceed three thousand six hundred dollars (\$3,600).
- D. Effective the first day of the pay period following ratification by both parties The California Department of Insurance (CDI) may provide a bonus to an individual holding an Accredited Financial Examiner (AFE) or Certified Financial Examiner (CFE) certification issued by the Society of Financial Examiners who may be required by their job duties to conduct financial examinations of foreign insurers or act

as the examiner in charge of a multi-state insurer in accordance with the bonus criteria eligibility above. B(2) of this section shall not apply to the eligibility of the bonus for the Department of Insurance AFE/CFE payments.

- E. A Professional Competency Bonus shall not be considered “compensation” for the purpose of retirement.

11.31.1 Chartered Financial Analyst Pay Differential (Unit 1)

- A. Upon recommendation of California Public Employees’ Retirement System (CalPERS) or California State Teachers’ Retirement System (CalSTRS) management and with the approval of CalHR, the State shall provide a pay differential according to departmental policy and criteria to full-time employees in the classifications of Investment Officer I, Investment Officer II, or Investment Officer III, and who achieve certification as a Chartered Financial Analyst.
- B. The pay differential shall be equivalent to five percent (5%) of the employee’s monthly salary rate and will be provided for the period the employee holds a permanent appointment in the Investment Officer I, Investment Officer II, or Investment Officer III classifications, with the CalPERS or CalSTRS.
- C. Pursuant to Article 13, Education and Training, upon recommendation of CalPERS or CalSTRS management and consistent with departmental policy, an eligible employee, in the Investment Officer I, II, or III classification, may be provided reimbursement for related expenses while a participant in the Chartered Financial Analyst educational, testing, and certification process.

11.31.4 California Department of Tax and Fee Administration (CDTFA) Call Center Differential (Unit 4)

Effective the first pay period upon ratification, the State agrees to pay a one hundred fifty dollar (\$150) per month pay differential to Tax Technicians I/II/III employees of the CDTFA who perform at least fifty percent (50%) of their normal duties in the following assigned tasks, in recognition of the increased complexities and level of skills/knowledge required due to the implementation of the Automated Call Distribution System:

- A. Full-time employees in Unit 4 assigned to the Customer Service Center/800 Number, External Affairs Division.
- B. Full-time employees in Unit 4 assigned to the Field Offices performing taxpayer counter services.
- C. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to the employee's reduced time base.

11.32.1 Research Data Specialist III Pay Differential (Unit 1)

The Research Data Specialist III (5770) shall continue to be eligible to receive CalHR Pay Differential 412. Effective the pay period following ratification, Health Program Specialist II (8336) at the Department Health Care Services shall be eligible to receive CalHR Pay Differential 412.

11.32.4 California State Lottery (CSL) Call Center Differential (Unit 4)

Effective the first pay period upon ratification, the State agrees to pay one hundred fifty dollars (\$150) per month pay differential to employees of the CSL who perform full-time as Call Center 800 Operators (Lottery Customer Service Division) in recognition of the increased complexities and level of skills and knowledge required due to the implementation of the Automated Call Distribution System.

11.33.1 Hearing Reporters – California Public Utilities Commission (PUC) (Unit 1)

Effective January 1, 2020, Hearing Reporters, in addition to the employee's base salary, will receive three dollars and twenty-five cents (\$3.25) for each "daily" or "expedited" page which is reported and/or proofread by that reporter as required. Hearing Reporters, in addition to the employee's base salary, will receive one dollar and forty cents (\$1.40) per page for each "daily" or "expedited" page which is scoped and/or proofread by that hearing reporter as required which may include completing final transcript and electronic (or otherwise) delivery thereof. A qualified Hearing Reporter, in addition to the employee's base salary, will receive one dollar (\$1.00) per page for setting up and reporting a "realtime" hearing. If more than one (1) reporter works on a hearing, the

employee's collective page total shall not exceed the total pages for that hearing.

A "daily transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested be delivered (in hard copy or electronic form) the same day that the hearing has occurred. An "expedited transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested to be delivered (in hard copy or electronic form) within seven (7) calendar days of the hearing.

A "realtime transcript" is a transcript of a hearing that will be delivered to the presiding officer or a party contemporaneously via a Computer Assisted Transcription (CAT) system.

To qualify for per page rate pay all realtime, expedited and daily transcripts and respective page counts (reported or scoped) must be approved by the Chief Reporter or a person assigned by the Chief Administrative Law Judge and the transcripts must be ordered by a party agreeing to pay for these premium services. The above differential (page rates) shall be counted towards retirement.

11.33.4 Employment Development Department (EDD) Call Center Differential (Unit 4)

Effective the first pay period upon ratification, in recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a one hundred fifty dollar (\$150) differential per pay period to the following EDD employees in the Tax Branch and Unemployment Insurance Branch who perform at least fifty percent (50%) of the employee's normal work duties in an automated call distribution center and/or public service counter involving response to the general public or customer client contacts relating to multiple programs and/or services of the department:

Program Technician, Program Technician II, Program Technician III in the Call Center Collection Division, Call Center, Field Audit Compliance Division and Customer Service Counters (Field Audit and Compliance Division) of the Tax Branch.

Accounting Technicians in the Call Center, Contribution Adjustment Group, Tax Processing and Accounting Division, Tax Branch and the Overpayments/1099 Group, Unemployment Insurance Branch.

Part-time and intermittent employees performing the duties described above shall receive the differential on a pro rata basis.

11.34.4 Department of Consumer Affairs (DCA) Call Center Differential (Unit 4)

Effective the first pay period upon ratification, the State agrees to pay one hundred fifty dollars (\$150) per month pay differential to Program Technicians I/II/III employees of the DCA who perform at least fifty percent (50%) of the employee's normal duties in the following assigned tasks, in recognition of the complex workload and level and knowledge required to receive and respond to consumer calls:

- A. Full-time employees in Unit 4 assigned to the Information Center/800 Number, Consumer Information Center.
- B. Full-time employees in Unit 4 assigned to the Contractor's State License Board call center.
- C. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to the employee's reduced time base.

11.35.4 California Public Employees Retirement System (CalPERS) Call Center Differential (Unit 4)

Effective the first pay period upon ratification, in recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a one hundred fifty dollar (\$150) differential per pay period to the following CalPERS employees who, at least fifty percent (50%) or more of the employees' time, are assigned to call centers and public service counters to perform duties involving response to the general public or customer/client contacts relating to multiple programs and/or services of the department.

Benefit Program Specialist (all ranges)

Senior Benefit Program Specialist

Part-time and intermittent employees performing duties in the class levels described above shall receive the differential on a pro-rata basis, according to the employee's time base.

11.36.4 State Teachers' Retirement System (STRS) Call Center Differential (Unit 4)

Effective the first pay period upon ratification, the State agrees to pay a one hundred fifty dollar (\$150) per month pay differential to the following employees of the STRS in recognition of the complex work and level of skill and knowledge required to receive and respond to 800- telephone line calls from STRS members contacting the Public Service Office.

- A. Full-time employees in the Pension Program
Representative classifications who perform the work described above at least fifty percent (50%) or more of the employee's time.
- B. Part-time and intermittent employees performing the duties described above shall receive the differential on a pro rata basis.

11.37.4 Dictaphone Differential (Unit 4)

- A. Full-time employees in the classification of Office Assistant (Typing) in positions where the transcription of dictation from a dictating machine is done regularly, constitutes the employee's main assignment, and occupies the largest portion of the employee's time, shall receive a Dictaphone Differential as follows:
 - 1. Employees in Ranges A, B and C shall receive seventy-four dollars (\$74) per month.
 - 2. Employees in Range D shall receive ninety dollars (\$90) per month.
- B. Less than full-time employees shall receive the Dictaphone Differential on a pro rata basis according to the employee's reduced time base.

11.38.4 Calendaring Function Differential - California Unemployment Insurance Appeals Board (CUIAB) (Unit 4)

The State agrees to add criteria D to the Calendaring Function Differential for the Office Technician (Typing) class at the CUIAB and will continue to pay one hundred fifty dollars (\$150) per pay period as established May 1, 1997.

Criteria:

- A. All eligible full-time employees must be assigned sole responsibility for the hearing calendaring function.
- B. One employee per Field Operation's field office, per pay period, is eligible to receive this pay differential.
- C. An employee is eligible to receive this pay differential if the employee performs the hearing calendaring function for eleven (11) or more calendar days per pay period.
- D. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

11.40.11 Operational Availability Incentive Program – DWR (Unit 11)

- A. The Department of Water Resources has established a compensated time off (CTO) bonus as an incentive for Unit 11 permanent full-time employees to improve the operational availability of generating and pumping plants in the State Water Project.
 - 1. By March 15 of each year DWR will establish the operational availability goals (Benchmarks) for the Division of Operations and Maintenance to be achieved by December 15 of that year.
 - 2. In the event of a major forced outage lasting more than two (2) weeks and involving half of a plant or more, DWR will notice the Union of the possible adjustment to the operational availability goals.
- B. Employee Eligibility
 - 1. Must be an employee in a Bargaining Unit 11 classification utilized by the Division of Operations and Maintenance;
 - 2. And, the Operations and Maintenance Organizational Unit to which the employee is assigned meets its Operational Availability goal by December 15 of each year;
 - 3. And, the employee has been assigned to that organizational unit in an eligible classification during the calendar year performing onsite work that contributes to

the operational availability which qualifies to receive the CTO bonus;

4. And, the employee is assigned to Division of Operations and Maintenance either in a field division or headquarters position on December 15;
5. And, the employee has worked in such assignment at least one (1) full calendar month.

C. The operational goals may be set at two (2) levels, Initial Operational Availability Goal, and Second Operational Availability Goal.

1. From January 1, each year through December 15 of that year, every eligible employee shall be awarded forty (40) straight time hours of CTO bonus if the Initial Operational Availability Goal is met as of December 15.
2. From January 1 each year through December 15 of that year, every eligible employee shall be awarded an additional forty (40) straight time hours of CTO bonus if the Second Operational Availability Goal is met.
3. All eligible employees who are employed in the Division of Operations and Maintenance field division or headquarters position on December 15 shall receive the Operational Availability Incentive bonus for that field division or headquarters location.
4. Eligible employees shall not receive more than eighty (80) hours of Operational Availability Incentive bonus per calendar year.

D. DWR will make every effort to allow usage of the CTO bonus hours received by the employees. Usage of CTO shall be in accordance with subsection 19.2 F and H of this Contract.

E. At the employer's option, for all Bargaining Unit 11, Division of Operations and Maintenance employees who are eligible for the Operational Availability Incentive Bonus, Operational Availability Incentive Bonus CTO hours in excess of twenty (20) hours on the books may be cashed out on June 30 of every fiscal year.

F. As soon as possible, but not later than March 15, the State shall provide the Union written notice of whether or not the

- Operational Availability Incentive Bonus will be awarded for the previous calendar year, pursuant to this Article.
- G. This Article is not subject to Article 6 – Grievance and Arbitration.

11.41.11 Commercial Driver’s License Differential (Unit 11)

A. Caltrans and DWR

Full-time, part-time or limited-term employees assigned to a Caltrans or DWR position requiring regular operation of vehicles which require a Class A or B Commercial Driver’s License (CDL) shall receive a differential of one hundred fifty-five dollars (\$155) for each qualifying pay period in which the employee is subject to performing these duties.

B. Department of Fish and Game (DFG)

1. The DFG shall pay a differential of one hundred fifty-five dollars (\$155) for each qualifying pay period to employees holding a Class A or B CDL who:
 - a. Are full-time employees, and
 - b. Hold a Class A or B CDL, with appropriate endorsement(s) and medical examiner’s certificate required by the DMV, and
 - c. Are assigned to a DFG-designated position requiring regular operation of vehicles for which a Class A or B CDL is required.

2. The DFG shall annually identify the positions referenced in section B (1) (c) above and in so doing, will identify the appropriate CDL and endorsement(s) required for the position. Assignment of employees to these positions shall be at the department’s discretion. Once positions have been designated, the positions shall not be undesignated prior to the next annual review unless there is a clear, articulable reduction in operational need such that the position would be rendered unnecessary. If DFG determines that a position should be undesignated outside the annual review

process, the Union shall be notified and afforded an opportunity to discuss the action. Positions undesignated outside of the annual review process shall be subject to the formal grievance procedure. Otherwise the provisions of this subsection (B) (2) are neither grievable nor arbitrable.

3. Employees shall be designated to receive this differential in the first qualifying pay period in which the employee has been assigned driving duty and will then be subject to the normal annual review process thereafter.
4. An employee whose required CDL and/or endorsement(s) is/are revoked or not renewed for any reason, or who is not operating vehicles satisfactorily, or who lacks the proper skill or qualifications to operate the subject vehicles at the worksite, may be subject to administrative transfer:
 - a. Out of the position within which the differential is paid, or
 - b. To a position not requiring the possession of a CDL, and will no longer be eligible for payment of the differential.
5. The Union recognizes that the differential will not be paid to incumbents in those classes in which the SPB specification identifies possession of a CDL as part of the minimum qualifications of the class.
6. Notwithstanding classification specifications, employees receiving the differential can be required to operate vehicles as deemed necessary by the department. This provision is neither grievable nor arbitrable.
7. Subject to all of the provisions in subsections B (1) through B (5), part-time employees, including seasonal employees shall be eligible for payment of the differential on a pro rata basis.

11.42.11 Water Treatment Plant Differential (Unit 11)

A. Water Resources Technicians I and II employed at DWR water treatment plants, who are required by DWR to possess licenses and/or certificates pertaining to water treatment plant operation, shall receive a five percent (5%) differential. The differential shall be included when calculating overtime rates. The differential shall be considered compensation for purposes of retirement.

B. Water Resources Technicians I and II who are employed at DWR water treatment plants who are required by DWR to obtain a license and/or certificate pertaining to water treatment plant operation, and who successfully complete the examination for the same, shall be reimbursed for application, examination and renewal fees. Said employees shall be given a reasonable amount of time off work without loss of compensation to take licensing and/or certification examinations, provided the examination is on a scheduled work day and the employee gives the employee's supervisor reasonable advance notice of the need to take time off.

C. Water Resources Technicians I and II who are required to possess a license or certificate pertaining to water treatment plant operations who fail to obtain or maintain a license or certificate, may be voluntarily or involuntarily transferred into another position or classification.

D. This section shall be subject to the grievance procedure up to and including the third level of review. It shall not be subject to arbitration.

11.43.11 Diving Pay (Unit 11)

A. This section shall apply to Unit 11 employees who are certified to dive by an organization recognized by the State, and required to dive by the employee's appointing authority.

B. Effective the first day of the pay period following ratification by both parties, incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of twenty-five dollars (\$25) per diving hour.

C. New classifications may be approved for diving pay subject to agreement between CalHR and the Union.

11.44.11 Long Term Differential (Unit 11)

This applies to employees who otherwise qualify for long term per diem pursuant to Article 12, Business and Travel Expenses. Employees receiving the differential provided for in this section shall not receive long term per diem.

- A. Employees who are assigned in writing to Long Term Assignments (LTA) for more than one year (365 days) at the outset of the employee's assignment letter and who otherwise qualify for long term per diem shall receive monthly pay differential in lieu of long term per diem for meals and receipted lodging.
- B. To qualify for the LTA monthly differential, affected employees shall be required to submit receipts as proof that actual lodging expenses were incurred.
- C. The LTA monthly differential will be paid for a period starting the first day of the actual assignment and will end the last day of the assignment. The monthly differential shall be pro rated for months in which the LTA begins or ends in the middle of the month.
- D. The LTA monthly differential shall be one thousand eight hundred dollars (\$1,800).
- E. Long Term Differential Pay shall not be added to the base pay for purposes of calculating such things as overtime.
- F. Long Term Differential Pay shall not be considered compensation for purposes of retirement contributions.

11.45.11 DNA Pay Differential – Department of Justice (DOJ) (Unit 11)

- A. The parties agree that Laboratory Technicians (Criminalistics) working in the Bureau of Forensic Services at the DOJ shall receive a three hundred dollar (\$300) per qualifying pay period differential if the employees meet the following criteria:
 - 1. The employee is assigned to a DNA Laboratory or DNA Unit in the Bureau of Forensic Services and the employee's principal duties include DNA analysis, method development, training, or oversight and review of DNA work; and,

2. The employee meets the DNA Advisory Board qualifications (education and experience) for a DNA analyst (casework or data bank) or technical leader.
- B. The differential shall be considered when calculating overtime rates. The differential shall be considered compensation for purposes of retirement.
- C. Selection and removal from assignments that qualify for the DNA differential shall be at the discretion of the DOJ. Employees removed from said assignments will be given thirty (30) calendar days advance notice before the differential is discontinued, unless the change is initiated by the employee.

11.46.11 Pile Load Testing Differential (Unit 11)

Caltrans employees who are assigned to pile load testing activities shall receive an hourly differential of one dollar and twenty-five cents (\$1.25) for every hour that the employees are engaged in pile load testing. For the purposes of this differential, employees are engaged in pile load testing whenever:

- A. The employees are assigned to pile load testing duties at a specific site, and
- B. The pile load testing equipment is enroute to, at, or enroute from that pile load testing site. The differential stops for employees when the employees leave the pile testing crew during an actual pile load testing assignment for any reason.

11.47.11 Climbing Pay (Unit 11)

- A. Air Resources Board (ARB)
ARB employees who are required to climb using hands and feet to the sampling point of smoke stacks or storage tanks at a height of thirty (30) feet upward or more shall receive an hourly differential of ten dollars (\$10) per actual climbing hour. Said employees may be required to successfully complete training prescribed by ARB as a condition of employment in positions requiring climbing.

B. Caltrans and DWR

Caltrans and DWR employees who are required to climb using climbing equipment, and employees of the same departments who are required to hold backup safety lines for climbers, shall receive an hourly differential of ten dollars (\$10) per actual climbing hour using climbing equipment or holding backup safety lines. Said employees may be required to successfully complete training prescribed by the employee's respective departments as a condition of employment in positions requiring climbing or securing backup safety lines.

C. Department of Conservation

Department of Conservation employees who are required to climb using climbing equipment to earthquake sensor attachment points shall receive an hourly differential of ten dollars (\$10) per actual climbing hour using climbing equipment.

D. Employees who satisfy the criteria contained in section 11.47.11(A) and (B) will receive a minimum of one (1) hour of climbing pay for any amount of climbing during the first hour of each day. Additional time spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.

E. The differential shall: (1) not be pro-rated; (2) not be subject to a qualifying pay period; (3) be applicable to all time bases and tenure; and (4) not be subject to PERS deduction.

11.48.11 Water Resources Technician II Differential (Unit 11)

A. Effective the first day of the pay period following ratification by both parties, the following differentials shall be paid to Water Resources Technician IIs (WR Tech IIs) in the Department of Water Resources (DWR) who qualify under the criteria stated herein.

1.(a) WR TECH IIs having sixty (60) months of WR TECH II tenure and are at the top step of the WR TECH II level shall receive a monthly salary differential of four hundred seventy-four dollars (\$474).

- 1.(b) WR TECH IIs having completed fifteen (15) semester or equivalent college units from an accredited college or university, as approved by DWR and who have twelve (12) months tenure at the WR TECH II level, shall receive a monthly salary differential of four hundred seventy-four dollars (\$474). The fifteen (15) semester or equivalent units must be in a science, mathematics, or engineering curriculum with primary emphasis in the areas of study referenced in subsection I below. College courses taken at a community college must be transferable to either a California State University or a University of California institution and be relevant to the work being performed by the employee.
- 1.(c) WR TECH IIs who hold a four (4) year college degree in a DWR approved field of study as described in paragraph 1 (b) and have twelve (12) months tenure at the WR TECH II level, shall receive a monthly salary differential of six hundred eighty-six dollars (\$686).
2. WR TECH IIs assigned to a DWR field assignment will receive a two hundred ninety-one dollars (\$291) per month differential provided the employee has served for twenty-four (24) consecutive months in a DWR field assignment after having reached the top step of WR TECH II and have completed the eighty (80) hour course in Water Resources Engineering Technology (WRET). Courses qualifying toward this requirement may include WRET courses taken by the employee prior to being appointed as a WR TECH II. Management will facilitate each eligible employee's attendance in the eighty (80) hour course in WRET no later than twenty-four (24) months of the employee's appointment to a DWR field assignment at the WR TECH II level. A DWR field assignment is defined as a permanent assignment to field work outside the office over fifty percent (50%) of the time.

- B. Counting base pay and Differentials 1 and 2, no WR TECH II may earn more than the top step of the salary of the Engineer, Water Resources, Range C. The SCO will calculate the amounts of the differentials and automatically limit amounts paid pursuant to this section.
- C. Differentials 1(a), 1(b), and 1(c) are “permanent” in that the differentials shall apply to qualifying WR TECH II employees unless the differential is removed by adverse action. Regarding Differentials 1(a), 1(b), and 1(c), employees may receive only one (1) of these three (3) differentials at any time.
- D. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is “permanent” so long as the qualifying WR TECH II remains assigned in a qualifying DWR field assignment, unless the differential is removed by adverse action. Payment of Differential 2 ceases when the employee leaves the DWR field assignment.
- E. A WR TECH II who previously received Differential 2 and lost it due to leaving the qualifying DWR field assignment will have the differential restored upon returning to a DWR field assignment, provided that the employee satisfies the differential’s qualifications. Such employee returning to a DWR field assignment will not, therefore, have to satisfy the twenty-four (24) month continuous tenure requirement of A(2) again.
- F. Qualifying WR TECH IIs may receive both Differential 1(a or b or c) and Differential 2 simultaneously, subject to the limitations of item B above.
- G. Both Differential 1(a through c) and Differential 2 will count as salary for purposes of retirement, overtime, and benefit payment calculations.
- H. Differentials will be paid to qualifying employees retroactively to the pay period when employees meet the qualifications.
- I. WR TECH II Differential College Classes Approved courses of study for Differential (1) (b) and (1)(c).
 - Biology
 - Chemistry
 - Computer Science
 - Construction Management

Engineering
Engineering Technology (including Agricultural)
Geological Science
Geology
Geosciences
Hydrology
Landscape Architecture
Mathematics
Physical Science
Physics
Plant and Soil Sciences

- J. Payments made pursuant to this section will continue to be considered compensation for retirement purposes.

11.49.11 Transportation Engineering Technician Differential (Unit 11)

- A. Effective the first day of the pay period following ratification by both parties, the following differential shall be paid to Transportation Engineering Technicians (TET) in Caltrans who qualify under the criteria stated herein.
- 1.(a) TETs having sixty (60) months of TET tenure and are at the top of TET, Range C level shall receive a monthly salary differential of four hundred seventy-four dollars (\$474).
 - 1.(b) TETs having completed fifteen (15) semester or equivalent college units from an accredited college or university, as approved by Caltrans, that exceed the two (2) years of education of a curriculum beyond the twelfth (12th) grade required to meet the TET Minimum Qualifications and who have twelve (12) months tenure at the TET, Range C level, shall receive a monthly salary differential of four hundred seventy-four dollars (\$474). The fifteen (15) additional semester or equivalent units must be in a science, mathematics, or engineering curriculum with primary emphasis in the areas of study referenced in subsection I and be relevant to the work being performed by the employee.
 - 1.(c) TETs who hold a four (4) year college degree in a Caltrans approved field of study as described in paragraph 1 (b) above and have twelve (12) months

tenure at the TET, Range C level, shall receive a monthly salary differential of six hundred eighty-six dollars (\$686).

2. TETs assigned to a Caltrans Construction assignment will receive a two hundred ninety-one dollars (\$291) per month differential provided (a) the employees have served for twenty-four (24) consecutive months in a Construction field assignment after having reached the top step of TET, Range C and have completed the Construction Academy boot camp per subsection J and (b) the employees have completed any required classes, or the employees have obtained any required certifications in Caltrans' prescribed test methods necessary to perform the employee's job duties.

Management will schedule each employee's attendance at the Construction Academy boot camp within twenty-four (24) months of the employee's appointment to a Construction field assignment. If circumstances warrant, management, at its discretion, may provide the bootcamp training on an individualized basis and certify completion of the required training.

If new job related classes or certification requirements are required in the future, Caltrans will notice the Union and will schedule employees to participate in such classes as soon as possible to meet the new requirements.

- B. Counting base pay and Differentials 1 and 2, no TET may earn more than the top step of the salary of the Transportation Engineer (Civil), Range C. The SCO will calculate the amounts of the differentials and automatically limit amounts paid pursuant to this section.
- C. Differentials 1(a), 1(b), and 1(c) are "permanent" in that the differentials shall apply to qualifying TET, Range C employees unless the differential is removed by adverse action. Regarding Differentials 1(a), 1(b), and 1(c), employees may receive only one (1) of these three (3) differentials at any time.

- D. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is “permanent” so long as the qualifying TET, Range C remains assigned in a qualifying Caltrans Construction assignment, unless the differential is removed by adverse action. Payment of Differential 2 ceases when the employee leaves the Caltrans Construction assignment.
- E. A TET Range C who previously received Differential 2 and lost it due to leaving the qualifying Caltrans Construction assignment will have the differential restored upon returning to a Caltrans Construction assignment provided that the employee satisfies the differential’s qualifications. Such employee returning to a Caltrans Construction assignment will not, therefore, have to satisfy the twenty-four (24) month continuous tenure requirement of A2 again.
- F. Qualifying TETs may receive both Differential 1 (a, or b, or c) and Differential 2 simultaneously, subject to the limitations of item B above.
- G. Both Differential 1 (a through c) and Differential 2 will count as salary for purposes of retirement, overtime, and benefit payment calculations.
- H. Differentials will be paid to qualifying employees retroactive to the pay period when the employees meet the qualifications.
- I. Approved courses of study for Differential A:
 - Chemistry
 - Computer Science
 - Construction Management
 - Engineering
 - Engineering Science
 - Engineering Technology
 - Geological Science
 - Geology
 - Geoscience
 - Industrial Technology
 - Landscape Architecture
 - Mathematics
 - Physical Science
 - Physics
- J. Construction Academy (“Boot camp”)

Module

Hours

1. Organization	2.50
a. Contracts & Plans	1.00
b. How Caltrans builds projects	0.50
c. Construction roles & responsibilities	1.00
2. Reporting Contractor's Activities	1.50
a. Importance of Complete & accurate diary	0.50
b. Correct method for thorough documentation	1.00
3. Materials	1.50
a. Resources & References	0.50
b. METS & RE responsibilities	0.50
c. Documentation	0.50
4. Progress Pay	10.00
a. Contract pay items	6.00
b. Materials on hand	1.50
c. Progress Pay	1.00
d. Extra work bills	1.50
5. Administration Issues	1.50
a. Communication Equipment	0.50
b. Time log & other equipment reports	0.25
c. Vehicle usage	0.75
6. Human Relations	3.00
a. Relationship with contractor	1.50
b. Public & Media	0.50
c. Outside agencies	0.50
d. Ethics	0.25
e. Workplace violence	0.25
7. Environmental	3.00
a. Water pollution	1.50
b. Environmental issues & procedures	0.75
c. Archeological sites	0.75
8. Safety	3.00
a. Roles & responsibilities	1.00
b. Personal safety	0.50
c. Project safety	0.50
d. Public safety	0.25
e. Incident reporting	0.75
Total Construction Academy Hours	26.00

K. Payments made pursuant to this section will continue to be considered compensation for retirement purposes.

11.50.11 Phlebotomy Differential (Unit 11)

Unit 11 employees who are in the classifications of Laboratory Assistant, Laboratory Assistant, Correctional Facility or Senior Laboratory Assistant, Senior Laboratory Assistant, Correctional Facility who are Certified Phlebotomy Technician I or II, and whose Individual Duty Statement requires that the employee draws blood shall receive a differential of one hundred twenty-five dollars (\$125) a month to be administered. Effective the first day of the pay period following ratification by both parties, the differential will be increased from one hundred twenty-five dollars (\$125) to two hundred dollars (\$200) per month.

11.51.11 Special Duty Pay (Unit 11)

A. Effective the first day of the pay period following ratification, employees in the Structural Steel Inspector (Non-Destructive Testing) (class code 3389) and Lead Structural Steel Inspector (class code 3380) classifications shall receive ten dollars (\$10) per hour while engaged in the activity requiring the fall protection harness.

B. Employees shall earn, at a minimum, one (1) hour of special duty pay while engaged in an activity requiring the fall protection harness. After the first hour, special duty pay shall be earned in fifteen (15) minute intervals.

C. This special duty pay shall not be used to compute the level of compensation upon retirement.

11.51.14 Satellite Work Location Pay Differential (Unit 14)

Employees in the classifications of Digital Print Operator (DPO) I/II who are permanent employees, are permanently assigned and have a time base of three-quarter (3/4) or more shall receive a prorated differential of one hundred fifty dollars (\$150) per month provided that all five (5) of the following criteria are met:

A. The incumbent is permanently assigned to a satellite work location or works independently in a one (1) person shop, and

- the incumbent's immediate supervisor does not provide technical guidance and support, and;
- B. The incumbent is the individual who is assigned to maintain the effective and efficient operation of the work location, and;
 - C. The operation of the work location routinely entails customer contact and frequent accommodation of unexpected changes in work priorities or workload increases, and;
 - D. The incumbents cannot refer to or consult with the immediate supervisor or other knowledgeable staff regarding day-to-day decisions regarding the operations of the work location on a timely and effective basis; and
 - E. Other staff at the location are not knowledgeable about the incumbent's assigned duties and responsibilities sufficient to contribute to the effective and efficient completion of the incumbent's assignment.

11.52.14 M1000 Skill Pay Differential (Unit 14)

The State and the Union agree that employees assigned to operate the Harris M1000 at the OSP will receive a skill pay differential of ten percent (10%) for the Web Offset Press Operator (WOPO) III, Second Pressperson and twenty percent (20%) for the WOPO IV, Lead Pressperson.

- A. The rate of pay with differential shall be used to compute overtime compensation.
- B. The rate of pay with differential shall be used to compute shift differential pay.
- C. The rate of pay with differential shall be used to compute the level of compensation upon retirement.

11.53.14 HP 10000 Skill Pay Differential (Unit 14)

Effective the first day of the pay period following ratification, DPO II's assigned as a lead - to operate the HP 10000 at OSP will receive a skill pay differential of three percent (3%).

- A. The rate of pay with differential shall be used to compute overtime compensation.

B. The rate of pay with differential shall be used to compute shift differential pay.

11.54 INTENTIONALLY EXCLUDED

11.54.1 – Division of Workers’ Compensation and Workers’ Compensation Appeal Board Education Pay Differential (DIR) (Unit 1)

Effective the first day of the pay period six (6) months following ratification by both parties, Department of Industrial Relations employees in the Division of Workers’ Compensation and Workers’ Compensation Appeal Board employed as a Management Services Technician (5278) who obtain a certificate of completion from a California-recognized court reporting school, or certification from such school evidencing equivalent proficiency shall receive a five percent (5%) Educational Pay Differential.

This differential shall not be considered as compensation for the purposes of retirement compensation.

This differential shall not be subject to the grievance and arbitration procedures.

11.54.4 – Division of Workers’ Compensation and Workers’ Compensation Appeal Board Education Pay Differential (DIR) (Unit 4)

Effective the first day of the pay period six-months following ratification by both parties, Department of Industrial Relations employees in the Division of Workers’ Compensation and Workers’ Compensation Appeal Board employed as a Senior Legal Typist (3224), or Office Technician (Typing) (1139) who obtain a certificate of completion from a California-recognized court reporting school, or certification from such school evidencing equivalent proficiency, shall receive a five percent (5%) Educational Pay Differential.

This differential shall not be considered as compensation for the purposes of retirement compensation.

This differential shall not be subject to the grievance and arbitration procedures.

11.55.14 Pay Differential – Sheetfed Offset Press Operator (SOPO) II (Unit 14)

- A. The State and SEIU Local 1000 agree that incumbents in the SOPO II classification who are permanently assigned to operate envelope specialty presses more than fifty percent (50%) of the employee's work time will receive a pay differential of two hundred fifty dollars (\$250) per month prorated according to time base.
- B. The parties agree that it is the parties' intent that persons receiving the SOPO II pay differential shall not experience a loss in compensation upon movement to another class in State service. When determining the rate of pay for an employee that is receiving compensation under this pay differential, the employee shall move from the employee's combined rate (base salary plus pay differential) not to exceed the maximum of the class, when computing the appointment rate upon movement to another classification.

11.56.17 Registered Nurse Lead Differential (Unit 17)

- A. Effective July 1, 1999, Registered Nurses (Range B or D), Registered Nurses (Correctional Facility) (Range B or D), and Registered Nurses (Forensic Facility) (Range B or D), designated "shift leads" and whose primary, regularly assigned duties by the State are to direct the work of other nursing employees on a shift for a qualifying pay period shall receive a differential of one hundred fifty dollars (\$150) per month.
- B. This lead differential shall not be considered as compensation for purposes of retirement contributions.
- C. The State shall not rotate nurses in and out of lead assignments nor arbitrarily reassign nurses receiving this differential to avoid paying this differential.

11.57.17 Educational Differential (Unit 17)

- A. Registered Nurses (8165), Registered Nurses (RN) (Forensic Facility) (8094), Registered Nurse (Correctional Facility) (9275), Surgical Nurses I (8130), and Health Services Specialists (8160) and (9699) who successfully complete the equivalent of fifteen (15) qualifying semester units or the equivalent of collegiate level job-related courses in a college or university of recognized standing shall be

given an educational differential of seventy-five dollars (\$75) per month. Only courses on the lists established by each department for implementing this provision will qualify toward this differential.

- B. Upon request of the employee, each department employing RN's (8165), RN's (Forensic Facility) (8094), RN's (Correctional Facility) (9275), Surgical Nurses I (8130), and Health Services Specialists (8160) and (9699) shall make available to all current and new Unit 17 employees a copy of the lists of those courses which qualify for this differential.
- C. Only courses completed within the previous ten (10) years shall qualify towards educational differential.
- D. The education differential shall not be considered as "compensation" for purposes of retirement contributions.
- E. The State may add courses to the qualifying list at its discretion.
- F. See Appendix 1.17 for Departmental Application procedures and for approved courses. Within one hundred twenty (120) days from ratification and upon the Union's request, each department shall meet with the Union to review and discuss the department's applicable section(s) for required updates.

11.58.17 Arduous Pay Differential (Unit 17)

At the discretion of the appointing authority, Bargaining Unit 17 employees who are in classifications exempt from the Fair Labor Standards Act (FLSA) (i.e., workweek group designation E or SE), shall be eligible to receive the "FLSA Exempt Employee Differential for Extremely Arduous Work and Emergencies" when performing arduous work that exceeds the normal demands of State service employment and upon meeting the criteria included in the differential (Appendix 2.17). The provisions of this section shall not be grievable or arbitrable.

11.59.17 Health Facilities Evaluator Nurse LA County Travel Incentive – California Department of Public Health (Unit 17)

Health Facility Evaluator Nurses (HFEN) that report to work in Los Angeles County for forty (40) hours or five (5) days within a qualifying pay period will receive a two hundred and fifty dollars (\$250) travel incentive per qualifying pay period.

Less than full time employees shall receive the incentive on a prorated basis. This incentive shall not qualify for retirement purposes.

11.60.20 LVN Recruitment and Retention (Unit 20)

- A. Unit 20 LVNs not currently receiving a recruitment and retention differential, with exception of those Licensed Vocational Nurses who are affected by the Plata Equity Agreement reached with SEIU Local 1000, December 20, 2007 and those LVN classifications who are under the receiver's authority shall receive a recruitment and retention bonus of at least two hundred dollars (\$200) per month payable thirty (30) days following the ratification of this Agreement.
 - B. Part-time and intermittent employees shall receive a pro rata share of the recruitment and retention differential based on the total number of hours worked excluding overtime.
 - C. This differential shall be considered compensation for retirement purposes for employees identified in A above.
- 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 differentials, and the amount of such payments rests solely with the State and that such decision is not grievable or arbitrable.

11.61.20 Split Shift Differential (Unit 20)

Department of Education Unit 20 employees who regularly work split shifts shall receive a split shift pay differential maximum of seventy dollars (\$70) per pay period.

- A. A "regularly scheduled split shift" are those regularly assigned work hours established by the Department of Education.
- B. Employees shall be eligible to receive the split shift pay differential for each pay period the employees have worked the split shift for more than five (5) days.

During the summer recess (i.e., after the schools have closed and employees are sent home), sick leave, vacation, CTO, and holidays shall not be considered as time worked for the purposes of receiving the split shift differential.

11.62.20 Dental Assistant Registration Differential (Unit 20)

- A. All Dental Assistant classifications, except CDCR Dental Assistant classifications, who have obtained their Registered Dental Assistant (RDA) certification from the State Department of Consumer Affairs (DCA) shall receive an additional one hundred dollars (\$100) per month upon submitting a copy of the certification to the department head or designee.
- B. All Dental Assistants classifications, except CDCR Dental Assistant classifications, who have obtained Coronal Polishing Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.
- C. All CDCR Dental Assistant classifications who have obtained Coronal Polishing Certification from the Department of Consumer Affairs and who have submitted a copy of the employee's certification to the department head or designee shall receive an additional twenty-five dollars (\$25) for any month the employees are directed by a licensed dentist to perform coronal polishing on a patient.
- D. All Dental Assistants classifications, except CDCR Dental Assistant classifications, who have obtained Ultrasonic Scaling Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.
- E. All CDCR Dental Assistant classifications who have obtained Ultrasonic Scaling Certification from the Department of Consumer Affairs and who have submitted a copy of the certification to the department head or designee shall receive an additional twenty-five dollars (\$25) for any month the employees are directed by a licensed dentist to perform ultrasonic scaling on a patient.
- F. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base

salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

11.63.20 Certified Nursing Assistant/EMT Pay Differential (Unit 20)

Upon CalHR approval, Certified Nursing Assistants with emergency medical technician (EMT) certification shall receive a pay differential of one hundred fifty dollars (\$150) per month.

11.64.21 Professional Development (Unit 21)

The State recognizes the importance of continuing professional development within the education community.

- A. The State shall provide to all employees, two (2) days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.
- B. To encourage employees to enhance the employee's education expertise, Unit 21 employees shall be granted a professional development incentive of three hundred dollars (\$300). Employees are entitled to receive this incentive only once, and shall be subject to the following criteria:
 1. Employees must have completed at least six (6) hours of education study and/or research in order to enhance the employee's professional capabilities.
 2. Eligibility must be verified and approved by the employee's departmental ERO/LRO. Verification will be submitted on a form provided by the State.

11.65.21 Arduous Pay Differential (Unit 21)

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWG E when there is no other way to recognize the performance of

additional duties and responsibility which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property.) Requests for arduous pay shall be made to CalHR on a case-by-case basis by the employing department. The employing department shall notify the employee in writing of the submission or of refusal to submit the request to CalHR, and result of CalHR's decision. CalHR shall evaluate said requests based on whether the requests satisfy all of the following.

A. Nonnegotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or the employee's supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for the employee's work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

B. Work Exceeds Normal Work Hours and Normal Productivity

The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment. Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal work week, there is a demand for and achievement of greater productivity or result.

C. Work is Unavoidable

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

D. Work involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

E. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

Department decisions not to submit arduous pay requests to CalHR, and CalHR's decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this Agreement.

11.66.4 Department of Motor Vehicles (DMV) Call Center Differential (Unit 4)

Effective the first pay period upon ratification, in recognition of the increased complexity, level of skill/knowledge required, changes in the technology, laws, and program requirements, the State agrees to pay a one hundred fifty dollar (\$150) differential per pay period to the following DMV employees who perform at least fifty percent (50%) of their normal work duties in a call center.

This call center differential will apply only to the three (3) official call centers located in Sacramento, Fresno, and Riverside.

Motor Vehicle Representative

Senior Motor Vehicle Technician

Part-time and intermittent employees performing the duties described above shall receive the differential on a pro rata basis.

11.67.4 Department of Transportation (Caltrans) Toll Collectors' Night Shift (Unit 4)

Caltrans only: Toll Collectors' Night Shift Differential

Caltrans will pay a night shift differential to Toll Collectors whose regularly scheduled shifts include at least three (3) hours on the night shifts as defined in section 11.8 (A) of the current Unit 4 MOU. In all other respects, the provisions in section 11.8 (A) and (B) will continue to apply to Caltrans Toll Collectors.

11.67.20 Alternate Range Criteria Counselor at State Special Schools (Unit 20)

The CDE will publish annually to the Counselors at the State Special Schools the alternate range criteria.

The department will meet and confer with the Union when the department wants to change the criteria.

11.68.4 Health Benefit Exchange Call Center Differential (Unit 4)

Effective the first pay period upon ratification, the State agrees to pay a one hundred fifty dollar (\$150) per month pay differential to Program Technician employees of the Health Benefit Exchange who perform at least fifty percent (50%) of their normal duties responding to inquiries from the public and/or customer client contacts from an automated call distribution system in the call center. This differential is in recognition of the increased complexities and level of skills/knowledge required due to the implementation of this new call center. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to the employee's reduced time base.

11.69.4 Department of Managed Health Care Call Center Differential (Unit 4)

The Department of Managed Health Care Call Center Differential (Pay Differential 411) will be increased from \$100 per pay period to \$150 per pay period. This increase will be effective with the November 2019 pay period (October 31, 2019).

11.71.1 California Department of Education Local Assistant Budget Development Pay Differential (Unit 1)

Effective the first day of the pay period six (6) months following ratification by both parties, eligible employees shall receive the differential below.

The purpose of this Recruitment and Retention Differential for the California Department of Education (CDE) is to attract and retain qualified staff in the critical and legislatively mandated functions of

developing the local assistance portion of the State budget for all early education and nutrition programs.

The pay differential shall apply only to those employees in the classification below within CDE who are directly involved in the preparation of their respective local assistance cost and caseload estimates and estimate methodologies submitted as part of the Governor's Budget May revision, final budget, and all subsequent budget actions.

Eligible Classifications

- A. Staff Services Analyst (5157)
- B. Associate Governmental Program Analyst (5393)

Rate Criteria:

- A. Employees who are currently employed in eligible classifications performing the duties above shall receive 5% per pay period (Non-PERSable). Employees hired after July 1, 2023, shall be eligible the first day of the first full calendar month.
- B. Employees who are employed in eligible classifications, performing the duties above for 12 months shall receive 10% per pay period (5% PERSable and 5% Non-PERSable) after the completion of 12 qualifying pay periods.
- C. Employees who are employed in eligible classifications performing the duties above for 24 months shall receive 10% per pay period (PERSable) after the completion of 24 qualifying pay periods.

Compensation Terms:

- A. An employee in a classification receiving a differential under these criteria, who is then promoted to a higher classification (defined by California Code of Regulations 599.666), within the same location shall move by California Code of Regulations 599.676 from their base salary to compute the appointment rate. Only the maximum base salary rates for the classifications are to be used when determining salary relationships between classifications.

- B. If an employee is placed on a Training and Development assignment to a classification other than an eligible classification, they shall be entitled to a prorated share of the applicable differential and shall not be eligible for this differential during the duration of their training and development assignment.
- C. If an employee terminates, transfers out of an eligible classification, or is terminated, the pay differential shall be discontinued.
- D. If an employee transfers or promotes from one identified classification to another identified classification, the employee's pay differential anniversary date shall not change.
- E. Leave due to FMLA, SDI, NDI, IDL, EIDL, or Military leave shall continue to receive this differential.

The decision to provide this differential shall not be subject to the grievance and arbitration procedures.

11.72.1 California Department of Social Services (CDSS) Disability Determination Services Division (DDSD): Recruitment & Retention Differential (Unit 1)

Effective the first day of the pay period six (6) months following ratification by both parties, employees at the CDSS' DDSD in the classes below who are performing duties outlined in the employee's duty statement and employed for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention differential as identified, payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

For purposes of implementation of this section, those employees who have more than 12 consecutive pay periods as a Disability Evaluation Analyst I, II, or III, or Staff Services Analyst or Associate Governmental Program Analyst within DDSD shall be entitled to the bonus amount below. Thereafter, the employee's eligibility shall be every 12 consecutive months following the initial payment of the bonus.

CLASSIFICATION

AMOUNT

- A. Disability Evaluation Analyst I
\$2,000
- B. Disability Evaluation Analyst II
\$2,000
- C. Disability Evaluation Analyst III
\$3,000
- D. Staff Services Analyst \$2,000
- E. Associate Governmental Program Analyst
\$3,000

ELIGIBILITY

A. If an employee resigns, transfers out of an eligible class, or is discharged prior to completing the twelve (12) consecutive qualifying pay periods, there will be no pro rata payment for those months.

B. If an employee promotes from one eligible classification to another eligible classification, the employee will be eligible for a pro rata share in accordance to the number of months in each eligible classification.

C. 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.

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

E. If an employee is placed on a Training and Development assignment to a classification other than an eligible classification, they shall be entitled to a pro rata share of the applicable differential and shall not be eligible for this differential during the duration of their training and development assignment.

F. No employee shall be eligible for this bonus if they have not completed at least 12 consecutive qualifying pay periods.

G. The employee must have satisfactory performance in the position and be in good standing with the branch, which shall be supported by approval of a yearly Merit Salary Adjustment (MSA) and/or satisfactory Performance Appraisal Summary (PAS). If an employee is no longer

eligible for an MSA and there is no current PAS on file, the employee's performance will be deemed satisfactory.

H. This section shall not be grievable or arbitrable.

11.73.3 Porterville Developmental Center Pay Differential (Unit 3)

Effective the pay period following ratification by both parties, Bargaining Unit 3 classifications listed in the chart below that work at the Porterville Developmental Center will receive a pay differential of \$500 per pay period. If an employee who is receiving a differential, transfers to a location where the differential is not authorized, the differential shall be discontinued. Part-time and intermittent employees shall receive a prorated share of the differential based on a total number of hours worked within the monthly pay period. This pay differential shall not be considered compensation for CalPERS retirement.

Class Code	Classification
2277	Teacher State Hospitals (Severely Handicapped-Developmentally Disabled – Safety)
2334	Teacher State Hospitals (Speech Development & Correction)
2275	Teacher State Hospitals (Adult Education)

11.73.20 Department of Developmental Services (DDS), Porterville Developmental Center (PDC) – Support Services Assistant, Interpreter Pay Differential (Unit 20)

Effective the first day of the pay period following ratification by both parties,
Bargaining Unit 20 employees located at Porterville Developmental Center (PDC) in the Support Services Assistant (Interpreter) (SSA Interpreter) (class code 9820) positions shall receive a pay differential of fifteen hundred dollars (\$1500) per month. Part-time and intermittent

employees shall receive a prorated share of the differential. This pay differential shall not be considered compensation for retirement purposes.

11.74.1 Incident Command Assignment Pay – CAL FIRE (Unit 1)

Effective the first day of the pay period following ratification by both parties, Bargaining Unit 1 Fair Labor Standards Act Exempt (WWG E) employees employed by the Department of Forestry and Fire (CAL FIRE) shall be eligible for Pay Differential 63 - INCIDENT COMMAND ASSIGNMENT (ICA) DIFFERENTIAL PAY.

Employees receiving this pay shall not be eligible for arduous pay, or any other similar pay differential that provides extra compensation by way of leave or cash.

The decision to provide this differential shall not be subject to the grievance and arbitration procedures.

**11.75.20 Assistive Technology Specialist Pay Differential,
Department of State Hospitals and Department of
Veterans Affairs (Unit 20)**

Effective the first day of the pay period following full ratification by both parties, Assistant Technology Specialist (class code 8264) at the Department of State Hospital, Napa and the Department of Veterans Affairs, Yountville Home shall receive a monthly differential of five percent (5%) of their regular salary.