
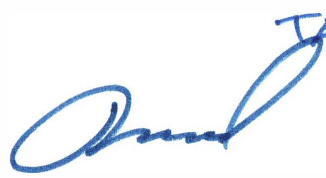


TA 11:51 3/27  


PECG Proposal  
March 27, 2025

## ARTICLE 1 RECOGNITION AND PURPOSE

### 1.1 Recognition and Purpose

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is entered into by and between the State of California (hereinafter “State” or “State employer”) and Professional Engineers in California Government (hereinafter “PECG”), pursuant to the Ralph C. Dills Act, Government Code Sections 3512 et seq.

Its purpose is to improve employer-employee relations between the parties by establishing wages, hours, other terms and conditions of employment, and other subjects contained herein.

Pursuant to the Dills Act and PERB Certification #S-SR-9, the State recognizes PECG as the exclusive representative of all employees in the Professional Engineer Unit, Unit 9 (hereinafter “Bargaining Unit”). Pursuant to Government Code Section 3517, the State employer shall be represented by the Director of the Department of Human Resources (hereinafter “CalHR”) or ~~his/her~~ their designee.

06/19/2025 TA 9:18 PM

*Done*

*Pitt*

PECG Counter

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PECG**

**Time:**

**Article: 2.1**

**Subject: Term**

## **ARTICLE 2 TERM**

### **2.1 Term**

The terms of this contract shall go into effect on July 1, ~~2022~~2025 and shall remain in full force and effect through and including June 30, ~~2025~~2028.

If other Bargaining Units receive increases above what has been negotiated in items in these sections of the MOU, equivalent increases shall be provided to Unit 9 employees:

3.4 Bilingual Differential

4.3 NDI



4.4 Enhanced NDI

4.12 Rural Subsidy Program

7.1 Business and Travel Expense

7.2 Commute Program

7.6 Overtime Meals

06/19/2025 TA 10:49am  
  
  
PECG Roll Over  
April 10, 2025

## **ARTICLE 3 SALARIES AND COMPENSATION**

### **3.2 Merit Salary Adjustments**

- a. Unit 9 employees shall receive annual merit salary adjustments in accordance with Government Code Section 19832 and applicable CalHR rules.
- b. Notwithstanding 2 Cal. Code Reg. § 599.684, an employee whose merit salary adjustment is denied may appeal pursuant to Article 12 (Grievance and Arbitration) of this agreement.

PECG Roll Over  
April 10, 2025

## ARTICLE 3 SALARIES AND COMPENSATION

### 3.4 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the Department of Human Resources as eligible to receive bilingual pay according to the following standards:

a. Definition of bilingual positions for Bilingual Differential Pay

- (1) A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the Department of Human Resources. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)
- (2) The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
  - (a) A direct public contact position;
  - (b) A hospital or institutional setting dealing with patient or inmate needs;
  - (c) A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
- (3) Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
- (4) Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
- (5) Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

b. Rate

- (1) An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum \$200.00 per monthly pay period, including holidays.
- (2) A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
- (3) A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.



- (4) An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of \$1.15 per hour.
  - (5) An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of \$9.22 per day.
- c. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the Department of Human Resources will receive the bilingual differential pay on a regular basis.
- d. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
- e. Employees working in positions which qualify for regular bilingual differential pay as authorized by the Department of Human Resources may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
- f. Employees will be eligible to receive the bilingual differential payments on the date the Department of Human Resources approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this section.
- g. Bilingual differential payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.
- h. Effective October 31, 2002, qualifying employees in Work Week Group 2 shall receive bilingual compensation for overtime hours worked.
- i. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- j. The bilingual differential pay shall be included in the rate used to calculate temporary disability; industrial disability and non-industrial disability leave benefits.

06/19/2025 TA 4:59 PM

## Management Counter Proposal

Bargaining Unit: 9

Date: June 12, 2025

Exclusive Representative: PEGG

Time:

Article: 3.5

Subject: Overpayments/Payroll Errors

### ARTICLE 3 SALARIES AND COMPENSATION

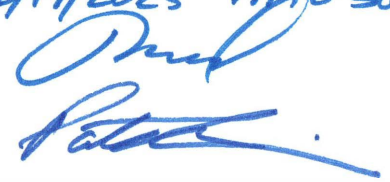
#### 3.5 Overpayments/Payroll Errors

Overpayments/Payroll errors shall be administered in accordance with Government Code Section 19838 except as otherwise provided in Section 3.12 entitled Late Docks.

##### For CDCR

When an employee is overpaid or owes the State money, the employee shall be given reasonable individual notice in writing prior to CDCR establishing an accounts receivable. In the event the accounts receivable is initiated by a controlling agency, CDCR will make reasonable effort to individually notify the employee by certified mail or personally delivering the notice to the employee (which may include electronic delivery).

06/19/2025 T 10:50 AM



PECG Roll Over  
April 10, 2025

## ARTICLE 3 SALARIES AND COMPENSATION

### 3.6 Timely Payment of Wages

- a. When a permanent full-time or probationary employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:
  1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) work days after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy.
  2. When a regular paycheck is late for reasons other than (1) above (e.g., AWOL, late dock), a salary advance of no less than 50% of the employee's actual net pay will normally be issued within five work days after payday except as otherwise provided in Section 3.12 entitled Late Docks. No more than two salary advances per calendar year may be issued under these circumstances.
  3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the Controller's warrant for the pay period.
  4. The circumstances listed in (1), (2), and (3) are not applicable in remote areas where difficulties in the payroll process would not allow these timelines to be met. In these areas the State agrees to attempt to expeditiously correct payroll errors and issue salary advances.
- b. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.
- c. This provision does not apply to those employees who have direct deposit. This provision does not preclude advances if they are provided for under any other rules or policies where direct deposit is involved.
- d. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at that time.

06/19/2025 TA 10:51 AM





PECG Roll Over  
April 10, 2025

### ARTICLE 3 SALARIES AND COMPENSATION

#### 3.7 Long Term Differential

- a. This section applies to Caltrans employees who otherwise qualify for long term per diem pursuant to Section 7.1, Business and Travel Expenses. Employees receiving the differential provided for in this section shall not receive long term per diem.
- b. Caltrans employees who are assigned in writing to Long Term Assignments (LTA) for more than one year (365 days) at the outset of their assignment letter and who otherwise qualify for long term per diem shall receive a monthly pay differential in lieu of long term per diem for meals and receipted lodging.
- c. To qualify for the LTA monthly differential, affected employees shall be required to submit receipts as proof that actual lodging expenses were incurred.
- d. The LTA monthly differential will be paid for a period starting the first day of the actual assignment and will end the last day of the assignment. The monthly differential shall be pro-rated for months in which the LTA begins or ends in the middle of the month.
- e. The LTA monthly differential shall be \$3,000.00. Effective the first day of the pay period following ratification by both parties, this rate shall be the same for employees who maintain (and employees who do not maintain) a separate permanent residence at their headquarters location as otherwise described for purposes of long term travel reimbursement in subsection 7.1 of this agreement.
- f. Long Term Differential Pay shall not be added to base pay for purposes of calculating such things as overtime.
- g. Long Term Differential Pay shall not be considered compensation for purposes of retirement contributions.
- h. Departments other than Caltrans may provide the Long Term Assignments differential provided in this section at the department's discretion.

06/19/2025 TA/10: 57 AM  
  


PECG Proposal  
March 27, 2025

### ARTICLE 3 SALARIES AND COMPENSATION

#### 3.8 Prison Recruitment and Retention Bonus

- a. Effective July 1, 2018, Unit 9 employees who are employed by the Department of Corrections and Rehabilitation at Avenal, Ironwood, Calipatria, Centinella, Chuckawalla Valley, Pelican Bay, California Correctional Centers, or High Desert State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,600, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.
- b. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at one or more of the State Prisons listed in a. above, there will be no pro rata payment for those months at either facility.
- c. If an employee is mandatorily transferred by the Department, ~~he/she~~ they 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 the State Prisons listed in a. above prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro rata share of the existing retention bonus.
- e. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- f. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- g. Employees on IDL shall continue to receive this stipend.
- h. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution and then takes six (6) months maternity leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,600.

06/19/2025 TA 10:52AM



PECG Roll Over  
April 10, 2025

### ARTICLE 3 SALARIES AND COMPENSATION

#### 3.11 Range Changes

- a. Employees shall receive upon movement to an alternate range the salary and MSA provided in the Alternate Range Criteria for the class. If there are no specific salary regulations provided in the Alternate Range Criteria, the employee shall receive the salary and MSA as provided in CalHR Rule 599.681.
- b. Employees, at their discretion, who are eligible for a range change may defer their range change up to six (6) qualifying pay periods in order to coincide the range change with the effective date of their MSA. Said requests by employees shall be in writing and submitted no less than 30- days prior to the employee's anniversary date for purposes of the range change.



PECG Proposal  
March 27, 2025

### ARTICLE 3 SALARIES AND COMPENSATION

#### 3.12 Late Docks

Notwithstanding Section 3.5 (Overpayments/Payroll Errors) and Section 3.6 (Timely Payment of Wages), departments may elect to proceed as follows as it pertains to “late docks”.

- a. Whenever an employee is charged with a “late dock” as defined by the State Controller’s Office (SCO) for the purpose of issuing salary through the negative payroll system, departments may issue the employee’s paycheck for that period as if no late dock occurred. This means that:
  1. The employee will receive a regular pay warrant on pay day (unless it would have been withheld for purposes other than the late dock);
  2. The employee will be overpaid, since the dock time will not have been deducted from the employee’s pay check; and,
  3. The employee’s pay will be adjusted for any dock time occurring before the SCO cutoff date, since late docks occur on or after the cutoff date established by SCO.
- b. Employees who are overpaid because of paragraph a. above, will repay the State for their overpayment by an automatic payroll deduction of the total amount from their next month’s pay check/warrant (or successive warrants where needed to satisfy the debt). Departments shall notify employees about the overpayment and the automatic payroll deduction in writing. The absence of said notification before the overpayment is made will not preclude the department from automatically deducting overpayments as otherwise permitted by this section.
- c. Departments that elect to proceed under this section may do so on an employee-by-employee basis thereby reserving the right to issue salary advances in lieu of a regular paycheck in order to avoid an overpayment due to a late dock under such circumstances as when an employee has previous “late dock” situations or if there is reason to expect the employee to leave state service prior to the end of the next pay period.
- d. If an employee separates or retires from State service before satisfying late dock overpayments as a result of this section, the State shall deduct the total amount due from any other pay owing the employee at the time of ~~his/her~~ their separation or retirement.

06/19/2025 TA 10:52 AM




PECG Roll Over  
April 10, 2025

### **ARTICLE 3 SALARIES AND COMPENSATION**

#### **3.16 Non-Licensed Classification Bonus**

Employees in non-deep classifications at the associate level which do not require a license as condition of appointment or promotion who currently have or during the term of this agreement obtain a license related to their field of work, shall receive a one-time \$500 bonus and (effective October 31, 2002) shall not receive multiple bonuses.



06/19/2025 TA 2:34 PM  
4135  


## PECG Counter Proposal

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PECG**

**Time:**

**Article: 3.26**

**Subject: Salaries**

### ARTICLE 3 SALARIES AND COMPENSATION

#### 3.26 Salaries

All Unit 9 employees shall receive General Salary Increases (GSIs) pursuant to the following schedule:

- Effective July 1, ~~2022~~2025: ~~2.5%~~3.0%
- ~~Effective July 1, 2023: 3%~~
- ~~Effective July 1, 2024: 2%~~

All Unit 9 employees shall receive Special Salary Adjustments (SSAs) pursuant to the following schedule:

- Effective July 1, 2027: All BU 9 classifications will be adjusted by increasing the maximum salary range by 4.5% and increasing the minimum salary rate by 2%. Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of 2%. Employees in these classifications shall retain their anniversary date.

06/19/2025 14:05:53 AM



PECG Roll Over  
April 10, 2025

## **ARTICLE 3 SALARIES AND COMPENSATION**

### **3.27 DWR Operational Availability**

- A. The Department of Water Resources has established a compensated time off (CTO) bonus as an incentive for Unit 9 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 PECG of the possible adjustment to the operational availability goals. At that time PECG may consult with DWR Management on the adjusted goals.
- B. Employee Eligibility
  - 1. Must be an employee in a Bargaining Unit 9 classification utilized by the Division of Operations and Maintenance;
  - 2. And, the Division of Operations and Maintenance meets its Operational Availability goal by December 15 of each year;
  - 3. And, the employee has been assigned to that organizational unit 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 the 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 full calendar month.
- C. The Operational Goals may be set at two 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. 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 employees. Usage of CTO shall be requested and used by the employee in the same manner as vacation/annual leave.

- E. At the employer's option, unused Operational Availability Incentive Bonus CTO hours on the books may be cashed out on June 30 of every fiscal year.
- F. Disputes under this Operational Availability Incentive Program are grievable only to the fourth level and are not arbitrable under Article 12 – Grievance Procedure.
- G. As soon as the information is available, but no 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.

06/19/2025 TA 10:54 AM



PECG Roll Over  
April 10, 2025

### ARTICLE 3 SALARIES AND COMPENSATION

#### **3.28 Labor/Management Committee on State Payroll System**

The parties agree to participate in a Labor/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 labor representatives. In addition, the CalHR shall designate a chairperson of the committee. PECG may have one representative who shall serve without loss of compensation.

This section shall not be subject to the grievance and arbitration procedure.

06/19/2025 TH 10:53AM



PECG Roll Over  
April 10, 2025

### **ARTICLE 3 SALARIES AND COMPENSATION**

#### **3.31 Associate Transportation Engineer, Caltrans (Formerly Side Letter #1)**

CalHR agrees that employees currently in the Associate Transportation Engineer, Caltrans class shall not receive salary reductions now or in the future due to any classification actions resulting from current Associate issues within Caltrans. For the same reason, salaries or salary ranges for these employees shall not be “frozen” or held back in relationship to other classifications.

06/19/2025 TA 9:19 PM



## Management Counter Proposal

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PECG**

**Time:**

**Article: 4.1**

**Subject: Health Benefit Plan**

### ARTICLE 4 HEALTH AND WLEFARE

#### 4.1 Health Benefit Plan

##### A. Health Contribution Amounts

1. The State will continue to pay the following employer health contribution rates established on January 1, ~~2022~~ 2025. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.
  - a. The State shall pay up to ~~\$694~~ \$860 per month for coverage of an eligible employee (party code one).
  - b. The State shall pay up to \$1,342 \$1,666 per month for coverage of an eligible employee plus one dependent (party code two).
  - c. The State shall pay up to ~~\$1,727~~ \$2,148 per month for coverage of an employee plus two or more dependents (party code three).
2. The employer health benefits contribution for each employee shall be an amount equal to eighty-five (85) percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty (80) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.
3. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

##### B. Dental Benefits Plans

1. Contribution Amounts
  - a. The State agrees to continue to pay the following contributions that went into effect January 1, ~~2022~~ 2025 for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Human Resources.
    - (1) The State shall pay up to ~~\$36.98~~ \$38.42 per month for coverage of an eligible employee.
    - (2) The State shall pay up to ~~\$64.58~~ \$66.56 per month for coverage of an eligible employee plus one dependent.

## **Management Counter Proposal**

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PEGG**

**Time:**

**Article: 4.1**

**Subject: Health Benefit Plan**

- (3) The State shall pay up to ~~\$93,3396.21~~ per month for coverage of an eligible employee plus two or more dependents
    - b. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty-five percent (25%) of the total premium.
  - 2. Coverage During First 24 Months of Employment

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

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

06/19/2025 JA 10:55AM  
  


PECG Roll Over  
March 20, 2025

## **ARTICLE 4 HEALTH AND WELFARE**

### **4.2 Eligibility for Benefits**

#### **A. Health Benefits Eligibility**

##### **1. Employee Eligibility**

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

##### **2. Permanent Intermittent (PI) Employees**

###### **a. Initial Eligibility**

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

###### **b. Continuing Eligibility**

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

##### **3. Family Member Eligibility**

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

#### **B. Dental Benefits**

##### **1. Employee Eligibility**

Employee eligibility for dental benefits is the same as that prescribed for health benefits under Section 4.2 A.1. and 2. of this agreement.

##### **2. Family Member Eligibility**

Family member eligibility for dental benefits is the same as that prescribed for health benefits under Section 4.2 A.3. of this agreement.

#### **C. Vision Benefits**

##### **1. Employee Eligibility**

Employee eligibility for vision benefits is the same as that prescribed for health benefits under Section 4.2 A.1. and 2. of this agreement.


##### **2. Family Member Eligibility**



Family member eligibility for vision benefits is the same as that prescribed for health benefits under Section 4.2. A.3. of this agreement.

D. Enhanced Vision Plan Option

Employees may elect to participate in the Premier Plan during an open enrollment period or through a permitting event. Participation in the Premier Plan is at the employee's cost.

06/19/2025 TH 10:56 AM  


PECG Proposal  
March 27, 2025

## ARTICLE 4 HEALTH AND WELFARE

### 4.3 Non-Industrial Disability Insurance

- A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60% of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days.
- C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home for at least one full day. A full day is defined as a 24-hour period starting at midnight.
- D. If the employee elects to use vacation, annual leave, personal leave or sick leave credits prior to receiving NDI payments, ~~he or she is~~ they are not required to exhaust the accrued leave balance.
- E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.
- F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of ~~his or her~~ their disability, may upon the discretion of ~~his or her~~ their appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed 100% of their regular "full pay." This does not qualify the employee for a new disability period under subsection B. of this section. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of ~~his or her~~ their position.
- G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.
- H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same

group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

- I. All other applicable Department of Human Resources laws and regulations not superseded by these provisions will remain in effect.
- J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.
- K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.



PECG Proposal  
March 27, 2025

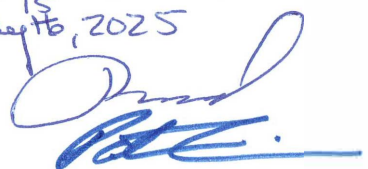
## ARTICLE 4 HEALTH AND WELFARE

### 4.4 Enhanced Non-Industrial Disability Insurance – Annual Leave

- A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in section 5.12.
- B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for State employees who become disabled due to non-work related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50% of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to 100% income replacement. At the time of an ENDI claim, an employee may elect either the 50% ENDI benefit rate or a supplementation level of 75% or 100% at gross pay. Once a claim for ENDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.
- D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one full day. A full day is defined as a 24-hour period starting at midnight.
- E. If the employee elects to use annual leave or sick leave credits prior to receiving ENDI payments, ~~he or she is~~ they are not required to exhaust the accrued leave balance.
- F. Following the start of ENDI payments, an employee may at any time switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.
- G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of ~~his or her~~ their disability, may upon the discretion of ~~his or her~~ their appointing power, work those hours (in hour increments) which when combined with the ENDI benefit will not exceed 100% of their regular "full pay." This does not qualify the employee for a new disability period under C. of this section. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of ~~his or her~~ their position.
- H. If an employee refuses to return to work in a position offered by the employer under the

State's Injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.

- I. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- J. All other applicable Department of Human Resources laws and regulations not superseded by these provisions will remain in effect.
- K. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.
- L. All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.
- M. Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
- N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in section 4.3 and such benefits are limited to \$135.00 per week.

TA 10:52 AM  
March 16, 2025  
  
PECG Proposal  
March 27, 2025

## ARTICLE 4 HEALTH AND WELFARE

### 4.5 Cost Containment Committee



The State and PECG agree to continue the Joint Labor/Management Benefits Committee. The committee shall consist of an equal number of labor and management representatives. The committee shall be advisory in nature. The purpose of the committee shall be to provide policy advice and recommendations on the health benefits program to the Public Employees' Retirement System (PERS) and on the dental, vision, employee assistance, and legal services benefits to the Department of Human Resources (CalHR). This committee will not provide advice on the Worksite Health Promotion or Savings Plus programs.

PECG shall be entitled to one (1) representative who is qualified to provide policy advice and to commit ~~his/her~~ their organization to a course of action decided by the committee. An appropriate number of management representatives shall be appointed by CalHR.

Meetings shall be scheduled at least quarterly, and a specific agenda of issues to be discussed will be developed and distributed in advance of each meeting. Additional meetings may be scheduled on an as-needed basis.

The committee shall be co-chaired by a Labor representative selected by union committee members and a Management representative appointed by CalHR.

PECG representatives shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

06/19/2025 TA 9:19 PM  
  


## Management Proposal

Bargaining Unit: 9

Date: 6/19/2025

Exclusive Representative: PEGG

Time:

Article: 4

Subject: Employee Assistance Program

### 4.6 Employee Assistance Program

- A. The State recognizes that ~~alcohol, drug abuse, and stress life circumstances~~ may adversely affect job performance ~~and are treatable conditions~~. As a means of ~~supporting employees correcting job performance problems~~, the State may offer ~~voluntary, confidential referral services to treatment for~~ such as ~~alcohol use and misuse, drug use and misuse and stress-related problems such as marital, and family issues, emotional, personal, and stress concerns~~, financial, ~~medical, legal~~ or other personal problems. ~~The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related or stress related problem so as to retain or recover his/her value as an employee.~~
- B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this section. ~~Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel, or may refer themselves on a voluntary basis. The employee voluntarily participating in services may do so through the use of approved~~ An employee undergoing ~~alcohol, drug, or mental health treatment, upon approval, may use accrued sick leave, compensating time off credits and vacation leave credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all sick leave, vacation and compensating time off have been exhausted and the employee is not eligible to use Industrial Disability Leave or Non-Industrial Disability Insurance.~~
- C. Medical records concerning an employee's treatment for alcoholism, drug or stress-related problems shall remain confidential and shall remain separate from other personnel materials.

TA 10:59AM

05/15/25



**PECG Roll Over  
March 20, 2025**


## **ARTICLE 4 HEALTH AND WELFARE**

### **4.8 Long-Term Care Insurance Plan**

Employees in classes assigned to Bargaining Unit 9 are eligible to enroll in any long-term care insurance plan sponsored by the Public Employees Retirement System. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

The long-term care insurance premiums and the administrative cost shall be fully paid by the employee and are subject to payroll deductions.



TA 11:00 AM  
05/15/25  


**PECG Roll Over  
March 20, 2025**

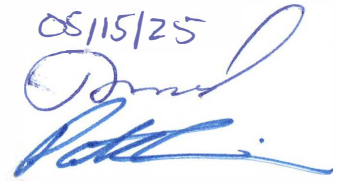
## **ARTICLE 4 HEALTH AND WELFARE**

### **4.9 Pre-Tax of Health/Dental Premiums**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State and social security taxes are deducted. Employees who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

TA 11:04 AM

08/15/25



PECG Roll Over  
March 20, 2025

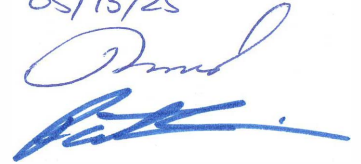
## **ARTICLE 4 HEALTH AND WELFARE**

### **4.10 Group Legal Services Plan**

Bargaining Unit 9 employees shall be eligible to enroll in the State-sponsored Group Legal Services Plan. This plan is available on a voluntary, after-tax, payroll deduction basis, with all costs being paid by the employee, including a service charge for the costs of administering the plan.

TA 11:01AM

05/15/25



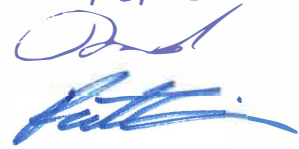
PECG Roll Over  
March 20, 2025

## **ARTICLE 4 HEALTH AND WELFARE**

### **4.11 1959 Survivors' Benefits – Fifth Level**

- A. Employees in this unit who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivors' Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the Memorandum of Understanding for this section.
- B. As stated in Government Code Section 21581(c), the contribution for employees covered under the fifth level of benefits is two dollars (\$2) per month as long as the combined employee and employer cost for this program is \$4 per month or less per covered member. If the total cost of this program exceeds \$4 per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the PERS board.
- C. The survivors' benefits are detailed in the following schedule:
  - 1. A spouse who has care of two or more eligible children, or three or more eligible children not in the care of spouse — \$1,800
  - 2. A spouse with one eligible child, or two eligible children not in the care of the spouse — \$1,500
  - 3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 62 — \$750.

TA 11:02 AM  
05/15/25



PECG Roll Over  
March 20, 2025

## **ARTICLE 4 HEALTH AND WELFARE**

### **4.13 Survivors Benefits (Formerly Side Letter #10)**

Notwithstanding Government Code Section 22777, the State employer shall, upon the death of a bargaining Unit 9 employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed 120 days beginning in the month of the employee's death. The surviving spouse or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse or eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits.



PECG Roll Over  
March 20, 2025

## ARTICLE 5 LEAVES

### 5.1 Sick Leave

- A. CalHR Rule 599.745 (a) through (d) regarding the definition of “sick leave” is superseded by the following:

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

1. Illness or injury, including illness or injury relating to pregnancy.
  2. Exposure to a contagious disease.
  3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
  4. Absence from duty for attendance upon the employee’s ill or injured parent, spouse, (effective April 1, 2002, domestic partner as certified with the Secretary of State’s Office in accordance with AB 26 (Chapter 588, Statutes of 1999)), child, brother, sister, grandparent, mother-in-law, father-in-law, grandchild, foster parent, foster child, guardian, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepchild, adopted child, or any person residing in the immediate household, or to transport any of the above for the purpose listed in 3. above. Such absence shall not exceed eight (8) days per year.
- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall accrue eight (8) hours of sick leave credit, except that when an absence from State service resulting from a temporary or permanent separation for more than eleven consecutive working days falls into two consecutive qualifying pay period, the second pay period shall be disqualified.
- C. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee’s separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when an employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the employee’s prior unused sick leave balance is restored.
- D. CalHR Rule 599.749 regarding sick leave usage is superseded by the following:
1. The department head or designee may require the employee to submit a physician’s or licensed practitioner’s certificate if:
    - a. The employee is absent on sick leave for more than two consecutive work days;  
or
    - b. The supervisor has good cause to believe the employee’s use of sick leave is

improper and the employee is notified in advance (at the beginning of the work day for which sick leave is requested or sooner) that the physician's or licensed practitioner's certificate may be required.

2. The department head or designee may deny sick leave if the certificate is not provided or sick leave was taken under false pretenses.

06/19/2025 TA 9:34 PM  
Dred  
Baker

## Management Counter Proposal

Bargaining Unit: 9

Date: June 19, 2025

Exclusive Representative: PEGG

Time:

Article: 5.2

Subject: Bereavement Leave

### ARTICLE 5 LEAVES

#### 5.2 Bereavement Leave

A. ~~Effective July 1, 2002, a department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner who has been certified with the Secretary of State's Office in accordance with AB 26 (Chapter 588, Statutes of 1999), child, adopted child, stepchild, sister, brother, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.~~

#### Unpaid Bereavement Leave

Permanent or probationary employees, and non-permanent employees who have been employed for at least 30 days, may take up to five (5) workdays of unpaid bereavement leave per occurrence for the death of a spouse/domestic partner, child, parent, stepparent, sibling, grandparent, grandchild, parent-in-law, or any person residing in the immediate household.

Of these five (5) unpaid workdays, three (3) days may qualify for pay, based upon the language in Sections B and C below. The employee may elect to use their accrued annual leave, vacation, sick, CTO, or any other earned leave credits for any unpaid days of leave which do not qualify with pay pursuant to subsections B and C below.

The bereavement leave days outlined in Sections A, B and C, do not need to be taken consecutively, but must be requested within three (3) months of the date of death.

B. ~~A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate~~

~~supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.~~

#### Paid Bereavement Leave, Immediate Family

A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of their parent, stepparent, spouse, domestic partner (as defined in Family Code Section 297), child, stepchild, brother, sister, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor within 30 days of the first day of leave, provide documentation of the death of the family member, such as a death certificate; published obituary; written verification of death, burial, or memorial from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency, to support the request upon the employee's return to work.

#### C. Paid Bereavement Leave, Extended Family

A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary employee due to the death of a grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor within 30 days of the first day of leave, provide documentation of the death of the family member, such as a death certificate; published obituary; written verification of death, burial, or memorial from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency, to support the request upon the employee's return to work.

- D. If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay.
- E. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A. or B. above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.
- F. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base.



06/19/2025 TA 9:50 PM

PECG Counter Proposal

Bargaining Unit: 9

Date: June 19, 2025

Exclusive Representative: PECG

Time:

Article: 5.4

Subject: Vacation Leave

**ARTICLE 5  
LEAVES**

**5.4 Vacation Leave**

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

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

An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.

- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn vacation credits as set forth under Subsection A., above. Temporary or permanent separation for more than eleven (11) consecutive working days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.
- C. Employees working less than full-time accrue vacation in accordance with the following schedule.

**CHART FOR COMPUTING VACATION, SICK LEAVE, AND HOLIDAY  
CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES.  
SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM  
84-20-1**

1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40

## PECG Counter Proposal

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PECG**

**Time:**

**Article: 5.4**

**Subject: Vacation Leave**

1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

**• HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT**

D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over their ~~his/her~~ accrued vacation credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued vacation leave hours if an employee was unable to reduce their ~~his/her~~ accrued hours because the employee:

1. Was required to work as a result of fire, flood, or other extensive emergency;
2. Was assigned work of a priority or critical nature over an extended period of time;
3. Was absent on full salary for compensable injury;
4. Was prevented by department regulations from taking vacation until December 31 because of sick leave; or
5. Was on jury duty; or,
6. Was prevented by the department head or designee from utilizing accrued vacation.

It is the employee's responsibility to utilize all vacation hours in excess of the 640 hour cap ~~by the end of each calendar year unless~~ otherwise prevented from doing so as enumerated in paragraph D(1-6) above. If on January 1 of each year an employee's annual leave bank exceeds the cap in this subsection, Whenever an employee's vacation accumulation exceeds 640 hours, the department head or designee has the right to order the employee to submit a vacation request which will demonstrate how and when the employee plans to use any hours which will exceed the cap by the end of the calendar year. If the employee does not submit a plan or fails to use the time as planned for reasons other than those listed above, the department head or designee may then order the employee to take excess time at the convenience of the department.

The 640 hour cap shall be increased by the equivalent number of Personal Leave Program (PLP) 2020 hours BU 9 employees have been subject to until June 30, 2025 phased in according to the following schedule:

- Effective July 1, 2025, a maximum of 832 hours may carry over to the following calendar year.
- Effective July January 1, 20252026, a maximum of 768 hours may carry over to the following calendar year.

## Management Counter Proposal

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PEEG**



**Time:**

**Article: 5.4**

**Subject: Vacation Leave**

- Effective ~~July~~ January 1, ~~2026~~2027, a maximum of 704-768 hours may carry over to the following calendar year.
- Effective ~~July~~ January 1, ~~2027~~2028, a maximum of 640 704 hours may carry over to the following calendar year.
- Effective ~~July~~ January 1, 2028, a maximum of 640 hours may carry over to the following calendar year.

- E. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.
- F. Employees shall request to take vacation. The department head or designee shall approve the request unless there is an operational need to deny the request.
- G. Vacation requests must be submitted in accordance with departmental policies on this subject. When two or more employees ask for the same vacation time and the department head or designee cannot approve all the employees' requests, approval shall be granted in chronological order of legitimate request, consistent with equity for all affected bargaining unit employees.
- H. Each department head or designee will make every effort to act on vacation requests in a timely manner.
- I. Vacations will be canceled only when operational needs require it.
- J. Unit 9 employees are authorized to use existing fractional vacation hours that may have been accumulated.
- K. Vacation leave credits may be used in thirty (30) (effective October 31, 2002, fifteen (15)) minute increments.

06/19/2025 TA/0:58AM  
  


PECG Proposal  
March 27, 2025

## ARTICLE 5 LEAVES

### 5.6 Parental Leave

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

If the initial request for parental leave is less than the maximum period allowed, subsequent requests to extend the leave to the maximum one-year time frame are permissive and may be considered by the department head or designee. If the request for parental leave is made more than 30 calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee, in accordance with existing laws and rules.

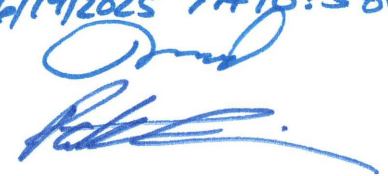
- b. ~~A male~~ The spouse, ~~male~~ co-parent, or effective April 1, 2002, domestic partner as defined and certified with the Secretary of State's office in accordance with Family Code Section 297, who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one (1) year to care for ~~his~~ their newborn child. The employee shall provide medical substantiation to support ~~his~~ their request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than 30 calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to approval of the department head or designee.

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

If the request for parental leave is made more than thirty (30) days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee in accordance with existing laws and rules.

- c. During the period of time an employee is on parental leave, ~~he/she~~ they shall be allowed to continue their health, dental, and vision benefits. Except as provided under the FMLA, the cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

06/19/2025 7A 10:58AM




PECG Proposal  
March 27, 2025

## ARTICLE 5 LEAVES

### 5.7 Jury Duty/Subpoena

- a. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. When night jury service is required of an employee, the employee shall be allowed time off without loss of compensation for such portion of the required time that coincides with the employee's normal work schedule. This includes any necessary travel time.
- b. An employee shall notify ~~his/her~~ their supervisor immediately upon receiving notice of jury duty.
- c. If an employee elects to use accrued vacation leave or compensating time off while on jury duty, the employee is not required to remit jury fees.
- d. For purposes of this Section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.
- e. For an employee summoned to jury duty during hours other than the employee's regular and customary shift, management will endeavor to temporarily reassign the employee to a work shift that more closely coincides with the hours the employee is required to serve on jury duty, including any necessary travel time, subject to the operational needs of the department permitting such a reassignment.
- f. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as county grand jury. If approved by the department, paragraphs c. and d. apply.
- g. Whenever an employee is served with a subpoena which compels ~~his/her~~ their presence, unless ~~he/she is~~ they are party to an action unrelated to ~~his/her~~ their employment, such employee shall be allowed the required time off without loss of compensation if the employee remits to the employer witness fees received.

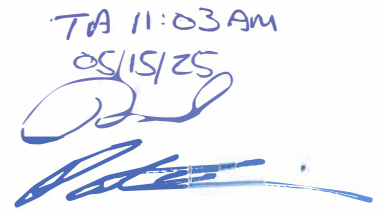
  
PECG Roll Over  
March 20, 2025

## ARTICLE 5 LEAVES

### 5.8 Catastrophic Leave – Natural Disaster

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

1. Sick leave credits cannot be transferred.
2. When the receiving employee faces financial hardship due to the effect of a natural disaster on the employee's principal residence.
3. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor.
4. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation.
5. Personal holiday must be transferred in one (1) day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base.)
6. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
7. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months.
8. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. These donations are irrevocable.
9. This section is not subject to the grievance, arbitration and AWOL procedures article of this contract.

TA 11:03 AM  
05/15/25  


PECG Proposal  
March 27, 2025

## ARTICLE 5 LEAVES

### 5.9 Personal Leave Program

Effective October 1, 2003, the State shall implement a mandatory personal leave program for all unit employees. This program shall remain in effect for 12 months. Employees may voluntarily participate in the personal leave program on a continuing basis.



- a. Each full-time employee subject to paragraph b. shall be credited with eight (8) hours of Personal Leave on the first day of the following monthly pay period for each month in the Personal Leave Program (PLP).
- b. Salary ranges and rates shall be changed to reflect the July 1, 2003 general salary increase; however, each full-time employee shall continue to work ~~his/her~~ their assigned work schedule and shall have a reduction in pay equal to 5%. In exchange 8 hours of leave will be credited to the employee's PLP monthly.
- c. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation and annual leave balances pursuant to Article 5 (Leaves) and Sections 5.4 (Vacation Leave) and 5.12 (Annual Leave).
- d. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employees personal leave balance may be transferred into a State of California, Department of Human Resources Defined Contribution plans as permitted.
- e. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Personal Leave Program.
- f. A State employee in the Personal Leave Program shall be entitled to the same level of State employer contributions for health, vision, dental, flex- elect cash option, and enhanced survivor's benefits ~~he or she~~ they would have received had the Personal Leave program not occurred.
- g. The Personal Leave Program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- h. The Personal Leave Program shall neither affect the employee's final compensation used in



calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.

- i. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- j. The Personal Leave Program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- k. The Personal Leave Program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- l. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave Program for that month.

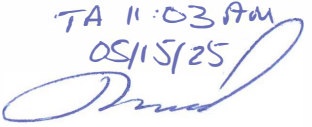



  
  
PECG Proposal  
March 27, 2025

## ARTICLE 5 LEAVES

### 5.10 Industrial Disability Leave

- a. For periods of disability commencing on or after January 1, 1993, subject to Government Code Section 19875, eligible employees shall receive IDL payments equivalent to full net pay for the first 22 work days after the date of the reported injury.
- b. In the event that the disability exceeds 22 work days, the employee will receive 66 and 2/3% of gross pay from the 23rd work day of disability until the end of the 52nd week of disability. No IDL or payments shall be allowed after two years from the first day (i.e., date) of disability.
- c. The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- d. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two-year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given 30 days to make a voluntary, but irrevocable, change to the new benefit for the remainder of ~~his/her~~ their eligibility for IDL.
- e. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in Government Code Section 19863.
- f. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

TA 11:03 AM  
05/15/25  
  


PECG Proposal  
March 27, 2025

## ARTICLE 5 LEAVES

### 5.11 Mentoring Leave

- A. Eligible Unit 9 employees may receive up to forty (40) hours of “mentoring leave” per calendar year to participate in mentoring activities if they use an equal amount of their personal time for these activities. “Mentoring leave” is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. “Mentoring leave” may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of ~~his or her~~ their personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the work day and/or personal time during non-working hours) to receive “mentoring leave.” For example, if an employee requests two (2) hours of “mentoring leave,” ~~he/she~~ they must use two (2) verified hours of ~~his/her~~ their personal time to receive “mentoring leave.” “Mentoring leave” does not have to be requested in the same week or month as the personal time but must be used in the same calendar year.
- C. Prior to requesting mentoring leave, an employee shall provide ~~his/her~~ their supervisor with verification of personal time spent mentoring or a plan to provide personal time.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this agreement. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for “mentoring leave,” an employee must:
  - 1. Have a permanent appointment;
  - 2. Have successfully completed their initial probationary period; and
  - 3. Have committed to mentor a child, youth, or group with an approved mentoring activity.
- F. An employee is not eligible to receive “mentoring leave” if:
  - (1) ~~He/she is~~ They are assigned to a “post” position in the Department of Corrections and Rehabilitation, Division of Juvenile Justice, or,
  - (2) ~~He/she~~ They works in a level of care position in the Departments of Developmental Services, State Hospitals, Education, and Veterans’ Affairs.
- G. Permanent part-time and permanent intermittent employees may receive a prorated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of “mentoring leave” per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 hours of mentoring leave.

- H. CalHR shall authorize mentoring leave in support of Habitat for Humanity, statewide and regional Science and Engineering Fairs, the California Academic Decathlon, the California Bridge Building Competition, and the Promoting Readiness for Engineering Professions Foundation as approved programs under this Section. CalHR or Departments may authorize additional mentoring activities.
- I. Any appeals and/or disputes regarding this section shall be handled in accordance with the grievance procedure specified in Section 12 of this Contract but shall not be subject to arbitration.

06/19/2025 TA 9:51 PM

**Management Counter Proposal****Bargaining Unit: 9****Date: June 19, 2025****Exclusive Representative: PEGG****Time:****Article: 5.12****Subject: Annual Leave Program****ARTICLE 5  
LEAVES****5.12 Annual Leave Program**

- a. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from date of enrollment.
- b. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

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

- c. Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable full time accrual charts. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules, or Memorandum of Understanding.

Time Base	1 months to 3 years	37 months to 10 years	121 months to 15 years	181 months to 20 years	241 months and over
1/10	1.10	1.40	1.60	1.70	1.80
1/8	1.38	1.75	2.00	2.13	2.25
1/5	2.20	2.80	3.20	3.40	3.60
1/4	2.75	3.50	4.00	4.25	4.50
3/10	3.30	4.20	4.80	5.10	5.40
3/8	4.13	5.25	6.00	6.38	6.75
2/5	4.40	5.60	6.40	6.80	7.20
1/2	5.50	7.00	8.00	8.50	9.00
3/5	6.60	8.40	9.60	10.20	10.80
5/8	6.88	8.75	10.00	10.63	11.25
7/10	7.70	9.80	11.20	11.90	12.60
3/4	8.25	10.50	12.00	12.75	13.50
4/5	8.80	11.20	12.80	13.60	14.40

## Management Counter Proposal

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PEGG**

**Time:**

**Article: 5.12**

**Subject: Annual Leave Program**

7/8	9.63	12.25	14.00	14.88	15.75
9/10	9.90	12.60	14.40	15.30	16.20

An hourly employee will be eligible for annual leave credit with pay in accordance with the applicable full-time accrual chart on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated.

- d. All provisions necessary for the administration of this Section shall be provided by CalHR rule or Memorandum of Understanding.
- e. A full-time employee who has 11 or more working days of service in a monthly pay period shall earn annual leave credits as set forth in CalHR Rules 599.608 and 599.609. Absences from State service resulting from a temporary or permanent separation for more than 11 consecutive days which fall into two consecutive qualifying pay periods shall disqualify the second pay period.
- f. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- g. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over ~~their~~ ~~his/her~~ accrued annual leave credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.

~~The 640 hour cap shall be increased by the equivalent number of Personal Leave Program (PLP) 2020 hours BU 9 employees have been subject to until June 30, 2025 phased in according to the following schedule:~~

- ~~Effective July 1, 2025, a maximum of 832 hours may carry over to the following calendar year.~~
- ~~Effective July January 1, 20252026, a maximum of 768 hours may carry over to the following calendar year.~~
- ~~Effective July January 1, 20262027, a maximum of 704-768 hours may carry over to the following calendar year.~~
- ~~Effective July January 1, 20272028, a maximum of 640 704 hours may carry over to the following calendar year.~~

- h. Upon termination from State employment, the employee shall be paid for accrued annual

## **Management Counter Proposal**

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PECG**



**Time:**

**Article: 5.12**

**Subject: Annual Leave Program**

leave credits for all accrued annual leave time.

- i. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in subsection (g), the department may order the employee to take annual leave.
- j. Annual leave request must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.
- k. Each department head or designee will make every effort to act on annual leave requests in a timely manner.
- l. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 5.1, Sick Leave, of this Agreement.
- m. The Enhanced Non-Industrial Disability Insurance (ENDI) in Section 4.4, applies only to those in the annual leave program described above in this Section.
- n. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).

TA 11:04 AM  
05/15/25  
  
  
**PECG Roll Over**  
**March 20, 2025**

## **ARTICLE 5 LEAVES**

### **5.13 Precinct Election Board Member**

Effective October 31, 2002, with prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in CalHR rule 599.930, an employee in Bargaining Unit 9 may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular state compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

## ARTICLE 5 LEAVES

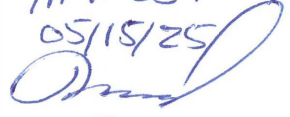

### 5.14 Personal Leave Program 2011

- A. 1. The use of the PLP 2011 time is subject to supervisory approval, except that appointing powers shall ensure that all PLP 2011 time is scheduled and taken prior to separation from State service. PLP 2011 time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of PLP 2011 time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may schedule employees to take PLP 2011 time off to meet the intent of this section. PLP 2011 time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 9 (Leaves).
2. Time during which an employee is excused from work because of PLP 2011 time shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.
3. PLP 2011 time shall have no cash value and may not be cashed out. Any unused PLP 2011 time shall be used prior to separation from State service. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP 2011.
- B. The PLP 2011 program shall not adversely affect an employee's service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision benefits, or the flex-elect cash option.
- C. Compensation for purposes of retirement, death, and disability benefits shall not be affected by the PLP 2011 and shall be based on the unchanged salary rate.
- D. Service calculation for purposes of retirement allowances for employees participating in the PLP 2011 program shall be based on the amount of service that would have been credited based on the unchanged salary rate.
- E. The PLP 2011 reduction shall not affect transfer determinations between state civil service classifications.
- F. Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis consistent with their time base.
- G. Disputes regarding the denial of the use of PLP 2011 time may be appealed using the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.
- H. All Permanent Intermittent employees' salary shall be subject to the proration of salary and PLP 2011 credits pursuant to the chart below:



Hours Worked During Pay Period	Salary Reduction In Hours	PLP 2011 Credit
0 - 10.9	0	0
11 - 30.9	1	1
31 - 50.9	2	2
51 - 70.9	3	3
71 - 90.9	4	4
91 - 110.9	5	5
111 - 130.9	6	6
131 - 150.9	7	7
151 or over	8	8

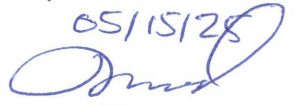

- I. Employees on NDI, ENDI, IDL, EIDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the PLP 2011 Program for that month.

TA 11:05 AM  
05/15/25  
  
  
PECG Roll Over  
April 10, 2025

## ARTICLE 5 LEAVES

### 5.17 Blood Donation

It is the policy of the state to support the participation of Unit 9 employees in donating blood, plasma, platelets and other blood products to certified donation centers, including certified mobile facilities. With prior approval, Unit 9 employees may be allowed reasonable release time without loss of compensation to make these donations. Donation verification shall be provided upon request.

TA 11:06AM  
05/15/25  
  
  
**PECG Roll Over  
March 20, 2025**

## **ARTICLE 5 LEAVES**

### **5.20 Excess Leave Balance Committee**

PECG and the State agree to establish a Joint Labor/Management Committee (Committee) to discuss and provide recommendations on reducing the excess leave balances of Bargaining Unit 9 employees.

The Committee shall consist of two (2) Bargaining Unit 9 employees selected by PECG, and an equal number of management representatives.

Committee members and subject matter experts shall serve without loss of compensation.

The Committee by mutual agreement shall determine its meeting schedule, ground rules and agenda.

The Committee recommendations shall be considered by management as a management tool and are advisory in nature.

  
PECG Proposal

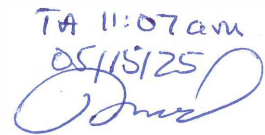

March 27, 2025

## ARTICLE 5 LEAVES

### 5.21 Organ and Bone Marrow Donation

In accordance with Government Code section 19991.11 employees who donate organs or bone marrow are eligible for paid leave. The following leave is extended to those employees who become an organ or bone marrow donor:

- A. Employees who donate an organ(s) to another person shall be granted up to thirty (30) workdays of paid leave (Donor Leave) in any one year period. Employees who donate bone marrow to another person shall be granted up to five (5) work days of paid leave (Donor Leave) in any one year period.
- B. The one-year period is the twelve (12) month period measured forward from the date an employee's first leave begins.
- C. The one-year period for an organ donor is separate from the one-year period for bone marrow donation.
- D. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
- E. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
- F. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
- G. Donor Leave taken for donations is not a break in continuous service, relative to salary adjustments, leave accrual, or seniority normally accrued on paid leave.
- H. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick, vacation or annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.
- I. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick, vacation, annual, personal, CTO, Family Medical, catastrophic, SDI, and medical leave.
- J. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to ~~his/her~~ their former position.

TA 11:07am  
05/15/25  
  


PECG Proposal  
March 27, 2025



## ARTICLE 5 LEAVES

### 5.23 Additional Sick Leave – Designated Veterans (Formerly Side Letter #2)

The State of California and PECG, agree to amend Side Letter #2 Additional Sick Leave – Designated Veterans of the existing agreement dated July 2, 2015, through June 30, 2018, to include recently enacted legislation that modified California Government Code 19859 to provide the following Sick Leave benefit:

In addition to any other entitlement for sick leave with pay, a state officer or employee hired on or after January 1, 2016, who is a veteran with a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for ~~his or her~~ their service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the first day of employment and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

In addition to any other entitlement for sick leave with pay, a state officer or employee who serves as a member of the National Guard or federal military reserve force who is called up to activate service and as a result sustains a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay for up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for ~~his or her~~ their service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the effective date of the employee's disability rating decision from the United States Department of Veterans Affairs or on the first day that the qualifying employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this paragraph that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

06/19/2025 TA 9:21 PM  
  


## Management Counter Proposal

Bargaining Unit: 9

Date: June 19, 2025

Exclusive Representative: PEGG

Time:

Article: 5.24

Subject: Personal Leave Program 2025 (NEW)

### ARTICLE 5 LEAVES

#### **5.24 Personal Leave Program 2025 (NEW)**

Effective the first day of the July 2025 pay period through the June 2027 pay period, PEGG represented employees shall participate in the Personal Leave Program 2025 (PLP 2025) for 5 hours per month in the manner outlined below.

- A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 3%.
- B. Each full-time employee shall be credited with five (5) hours of PLP 2025 on the first day of each pay period for the duration of the PLP 2025 program.
- C. Salary rates and salary ranges shall remain unchanged.
- D. Employees will be given maximum discretion to use PLP 2025 subject to operational considerations.
  - 1. PLP 2025 must be used before any other leave that may be cashed out upon separation with the exception of sick leave.
  - 2. Employees may elect to use PLP 2025 in lieu of approved sick leave.
  - 3. PLP 2025 shall be requested and used by the employee in the same manner as vacation/annual leave.
  - 4. Subject to the above, requests for use of PLP 2025 leave must be submitted in accordance with departmental policies on Vacation/Annual Leave.
- E. All leave earned under PLP 2025 should be used prior to voluntary separation. Appointing powers may schedule employees to take PLP 2025 time off to meet the intent of this section. If an employee is unable to use this leave prior to an employee's separation and the separation date cannot be extended, PLP 2025 shall be cashed out.
- F. Time during which an employee is excused from work because of PLP 2025 leave shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.

## Management Counter Proposal

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PEGG**

**Time:**

**Article: 5.24**

**Subject: Personal Leave Program 2025 (NEW)**

- G. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits they would have received had the PLP 2025 not occurred.
- H. PLP 2025 shall not cause a break in State service, nor a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement. PLP 2025 does not affect other leave accumulations, or service towards a merit salary adjustment.
- I. PLP 2025 shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.
- J. The PLP 2025 reductions shall not affect transfer determinations between state civil service classifications
- K. Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis.. Pursuant to the chart in Section P below.
- L. PLP 2025 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section Q below.
- M. PLP 2025 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- N. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from PLP 2025 for that month.
- O. Seasonal and temporary employees are not subject to PLP 2025.
- P. All part-time employees shall be subject to the pro-ration of salary and PLP 2025 credits pursuant to the chart below:

<u>Time Base</u>	<u>PLP 2025 Hours</u>
<u>9/10</u>	<u>4.5</u>
<u>7/8</u>	<u>4.38</u>
<u>4/5</u>	<u>4.00</u>
<u>3/4</u>	<u>3.75</u>

## Management Counter Proposal

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PEGG**

**Time:**

**Article: 5.24**

**Subject: Personal Leave Program 2025 (NEW)**

<u>7/10</u>	<u>3.50</u>
<u>5/8</u>	<u>3.13</u>
<u>3/5</u>	<u>3.00</u>
<u>1/2</u>	<u>2.50</u>
<u>2/5</u>	<u>2.00</u>
<u>3/8</u>	<u>1.88</u>
<u>3/10</u>	<u>1.50</u>
<u>1/4</u>	<u>1.25</u>
<u>1/5</u>	<u>1.00</u>
<u>1/8</u>	<u>0.63</u>
<u>1/10</u>	<u>0.50</u>

Q. All Permanent Intermittent employees shall be subject to the pro-ration of salary and PLP 2025 credits pursuant to the chart below:

<u>Hours Worked During Credit Pay Period</u>	<u>PLP 2025 Hours</u>
<u>0-10.9</u>	<u>.50</u>
<u>11-30.9</u>	<u>.63</u>
<u>31-50.9</u>	<u>1.25</u>
<u>51-70.9</u>	<u>1.88</u>
<u>71-90.9</u>	<u>2.50</u>
<u>91-110.9</u>	<u>3.13</u>
<u>111-130.9</u>	<u>3.75</u>
<u>131-150.9</u>	<u>4.38</u>



## Management Counter Proposal

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PEGG**

**Time:**

**Article: 5.24**

**Subject: Personal Leave Program 2025 (NEW)**

<u>151 or over</u>	<u>5</u>
--------------------	----------

R. Disputes regarding the denial of the use of PLP 2025 time may be appealed through the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.

06/19/2025 TA 4:59 PM  
Dmail  
Pete

## ARTICLE 7 RECOGNITION AND PURPOSE

Consistent with the provisions contained in Articles 2.1 and 7.1(H), the parties agree to amend 7.1 Business and Travel Expense as follows:

~~The parties agree Appendix 1 — Section 7.1 Business and Travel Expense, below, shall be operative and controlling effective upon the implementation date provided by the State to PEGG, as determined by the State for this section. The effective implementation date was October 1, 2024. Under no circumstances will reimbursements under this Article fall below those established on October 1, 2024.~~

Appendix 1 replaces the language contained within Section 7.1 Business and Travel Expense.

~~The State shall implement the below Appendix 1 — 7.1 Business and Travel Expense. This implementation will allow for the planned conversion of the business and travel expense reimbursement program to one that includes adopting the federal standard meal and incidental expense rate and lodging rates established by the General Services Administration (GSA).~~

~~During the term of this agreement, the State agrees to apply any future changes to the business and travel expense reimbursement program for excluded employees to BU 9 employees. The State shall provide notice and opportunity to discuss the impact of those changes.~~

Appendix 1 - New Language for 7.1 Business and Travel Expense

### 7.1 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing CalHR rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conferences/registration fees because of time constraints or other considerations such as reasonable accommodation may be reimbursed in accordance with the rates established in section (A)(1) of this article provided an alternate meal was purchased. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals.

Unless otherwise specified, each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed after leveraging available remote technology such as video and/or phone conference. The State reserves the right to direct employees to use contracted or preferred providers for lodging, transportation and other travel-related services.

## Management Counter

When a State agency determines travel is necessary, it shall ensure that:

- Allowable travel expenses are incurred in accordance with state policy, including any applicable travel services contracts, such as airline, rental car, or lodging contracts.
- The mode of travel to be reimbursed is in the best interest of the state.

Normally, an official State business trip begins when the traveler leaves their residence or headquarters, whichever occurs last, and ends when the traveler returns to their residence or headquarters, whichever occurs first.

A. Meals and Incidentals. Meal expenses for breakfast, lunch, dinner, and incidentals will be reimbursed in the amount of actual expenses up to the agreed upon maximums. Receipts are not required to claim meal and incidental expenses up to the maximum allowable reimbursement rates specified below unless the State or the employing department requires that receipts be submitted. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed. CalHR must comply with current IRS definitions. Accordingly, CalHR is required to utilize the IRS's definition for "incidental expenses".

1. Rates. Actual meal and incidental expenses incurred while on travel status will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

For each full 24 hours of travel: Up to the federal standard rate for meals and incidental expenses established by the U.S. General Services Administration (GSA).

On the first and last day of travel: Up to 75 percent of the federal standard rate for meals and incidental expenses established by the GSA.

2. Timeframes. For continuous short-term travel of more than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, and incidental expense as follows:
  - a. For each full 24-hour day of travel: As indicated in 7.1.A.1 above.
  - b. On the fractional day of travel at the beginning of a trip of more than 24 hours: Up to 75 percent of the standard federal daily rate for actual expenses.
  - c. On the fractional day of travel at the end of a trip of more than 24 hours: Up to 75 percent of the standard federal daily rate for actual expenses.

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

## Management Counter

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

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

For travel of at least twelve (12) hours up to twenty-four (24) hours: Up to 75 percent of the standard federal daily rate for actual expenses.

For travel of less than twelve (12) hours: No reimbursement may be claimed for meals and incidental expenses.

If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than 24 hours.

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

1. Regular State Business Travel:

- a. When employees are required to conduct State business and obtain lodging, reimbursement will be for actual receipted lodging up to the below identified maximums, plus applicable taxes and mandatory fees.

For the 48 contiguous states and Washington, D.C (CONUS): Up to the applicable federal rate established by the U.S. General Services Administration (GSA) for the travel destination.

For certain out-of-state travel (Alaska, Hawaii, U.S. Territories and Possessions): Up to the applicable federal rate established by the Department of Defense (DOD) for the travel destination.

For out-of-country (foreign) travel: Up to the applicable federal rate established by the U.S. Department of State for the travel destination.

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

- C. Long-Term Travel: The long-term daily expense rate shall be authorized when a traveler can reasonably be expected to incur expenses in one location comparable to those arising from the use of establishments catering to long-term visitors, and when the traveler is

expected to be in one location for 31 or more consecutive days. Actual expenses for long-term meals, incidentals, and receipted lodging will be reimbursed up to the maximum rates provided above in 7.1(A) and (B). Departments and traveling employees should continue to make reasonable efforts to secure lodging that is in the best interest of the state. Such lodging may include contracted or preferred providers, long-term lodging establishments, and non-hotel accommodations such as an apartment or extended stay facility. The supervisor must determine prior to the beginning of the assignment if the time away from home or headquarters area will be more than 30 days, but less than one year. Long Term Assignments lasting longer than 1 year may require the long-term reimbursements to be reported as a fringe benefit.

1. Full Long-Term Travel: In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:
  - a. The employee continues to maintain a permanent residence at the primary headquarters, and
  - b. The permanent residence is occupied by the employee's dependents, or
  - c. The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.
2. Employees, who, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday 12-hour clock will receive up to the federal standard reimbursement rate for meals and incidental expenses established by the GSA for Friday. Those staying overnight shall not receive any additional reimbursements for meals and incidental expenses regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive up to 75 percent of the federal standard reimbursement rate for meals and incidental expenses established by the GSA. This does not change CalHR policy regarding the meals and incidentals reimbursement clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies CalHR policy regarding an employee leaving the LTA location on personal business:

Employees who leave the LTA location are not entitled to reimbursement of lodging, meals, incidentals, or transportation costs if they stayed overnight elsewhere.

- D. Out-of-State Travel: For short-term out-of-state travel, State employees will be reimbursed for actual lodging expenses, supported by a receipt, and actual meal and incidental expenses in accordance with rates provided above in 7.1 (A) and (B). Long-term out-of-state travel will be reimbursed in accordance with the provisions of Long-Term Travel above.

- E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, in accordance with the rates provided above in 7.1(B) and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-Term Out of Country travel will be reimbursed in accordance with the provisions of Long-Term travel above, or as determined by CalHR.

Reimbursement for lodging, meals and incidentals shall be paid in accordance with procedures prescribed by the California Department of Human Resources. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

- F. Transportation. Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State considering both direct expense as well as the employee's time. Provided the mode of transportation selected does not conflict with the needs of the agency, the officer or employee may use a more expensive form of transportation and be reimbursed at the amount required for a less expensive mode of travel. Both modes of transportation will be shown on the travel claim.

1. Mileage Reimbursement

- a. When an employee is authorized by their appointing authority or designee to operate a privately owned vehicle on State Business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, upkeep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage, breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.
  - b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of their normal commute.
2. Private Aircraft Mileage: When an employee is authorized by their department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the FSMR Rate per statute mile and shall be computed on the basis of the shortest air route from origin to destination. Pilot qualifications and

Management Counter

insurance requirements will be maintained in accordance with CalHR rule 599.628.1 and the State Office of Risk and Insurance Management.

3. Mileage to/from a common carrier: When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one hour or more before they normally leave their home, or on a regularly scheduled day off, mileage may be computed from their residence.
- G. Receipts. Unless otherwise specified, receipts shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
  2. Streetcar, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
  3. Telephone, telegraph, fax or other business charges necessary to State business of \$5.00 or less.
  4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
  5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.
- H. During the term of this agreement, the State shall adopt changes to the California Code of Regulations (CCR) rank-and-file travel regulations to support the Business and Travel Expense Reimbursement Program. Until such time the corresponding CCR rank-and-file travel regulations have been adopted, the State agrees to apply any future changes to the business and travel reimbursement program for the excluded employees CCR travel regulations identified in the September 25, 2024, notice shall continue to apply to BU 9 employees. The State shall provide notice and opportunity to discuss the impact of those changes. The State shall provide notice on the CCR rank-and-file travel regulations that shall be updated to support the Business and Travel Expense Reimbursement Program and provide opportunity to discuss those changes.





PECG Proposal  
March 27, 2025

## ARTICLE 7 ALLOWANCES AND REIMBURSEMENTS

### 7.4 Class A and/or Class B Commercial Driver's License and Medical Fees

#### a. Eligibility

Each department will pay the cost of a permanent employee's medical examination(s) and filing and license examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee:

- (1) Is in a classification that requires the operation of equipment which requires either a Class A and/or Class B commercial driver's license and any endorsement(s); or
- (2) Is in a classification designated by the department which requires the employee to upgrade ~~his/her~~ their driver's license to a Class A and/ or Class B commercial driver's license and any endorsement(s); or
- (3) Is in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification; or
- (4) Voluntarily and regularly drives, with authorization of the department, a vehicle for which either a Class A or Class B commercial driver's license including required endorsement(s) is required, provided as follows.

#### b. Medical Examinations

- (1) When authorized by ~~his/her~~ their supervisor, the State will pay the cost of an eligible employee's (see subsection a. above) medical examination from a contractor physician or clinic or when specifically authorized in advance, a medical examination by the employee's personal physician. The State will also pay the cost of a referral as determined necessary by the examining physician or clinic. The costs of the examination and the examination resulting from the referral will be considered as one.
- (2) The State will pay the cost of a second medical examination and necessary referral, not to exceed the cost of the first medical examination, provided that:
  - (a) The employee fails the first medical examination, or the certification submitted is not accepted by the DMV; and
  - (b) A second medical examination is authorized by the employee's supervisor and conducted; and
  - (c) The second medical certification is accepted by the DMV.

#### c. Class A and/or B Commercial Driver's License

- (1) The State will pay the cost of an eligible employee's (see subsection a. above) filing and examination fees associated with obtaining the appropriate Class A and/or Class B commercial driver's license and endorsement(s) provided that:
  - (a) The employee requests and is authorized at least 10 work days in advance by ~~his/her~~ their supervisor to take the examination; and
  - (b) The employee has a valid, current medical certification acceptable to the DMV; and



- (c) The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
  - (2) The State will pay the cost of that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular non-commercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, the State will not be responsible for any costs which exceed the cost that would have been incurred had the tests been taken simultaneously.
  - (3) The State will not pay for any costs associated with the renewal or reinstatement of a license due to any vehicle code violation incurred by the employee.
  - (4) The State will not pay any additional costs incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
- d. Compensation
- Compensation paid toward medical examinations and filing and license examination fees associated with obtaining a Class A or Class B commercial driver's license shall not be considered compensation for purposes of retirement.
- e. Release Time for Commercial Driver's License Examination
- (1) Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an eligible employee, in accordance with a. above, to take the Class A and/or Class B commercial driver's license examination, provided:
    - (a) The examination is scheduled during the employee's scheduled work hours; and
    - (b) The examination does not interfere with operational needs of the department; and
    - (c) The employee has a valid current medical certification acceptable to DMV.If the DMV rejects the medical certification provided by a department designated contractor physician or clinic on the day the DMV commercial driver's license examination is scheduled, the employee shall be granted reasonable release time for the subsequently scheduled DMV examination subject to the requirements specified above.
  - (2) Upon thirty (30) calendar days notice, the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

06/19/2025 TA 11:01 AM

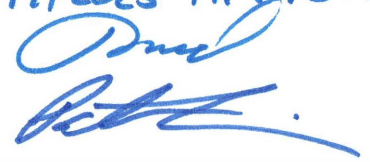
  
PECG Roll Over  
April 10, 2025

## ARTICLE 7 ALLOWANCES AND REIMBURSEMENTS

### 7.7 Parking Rates

- A. For the term of this agreement, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than \$20 per month above the current rate, charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking.
- B. The State shall continue a system for employees where parking fees may be paid with pretax dollars.

06/19/2025 TAU: 01 AM



PECG Proposal  
March 27, 2025

## ARTICLE 7 ALLOWANCES AND REIMBURSEMENTS

### 7.8 Moving and Relocation

Whenever a Unit 9 employee is reasonably required by the State to change ~~his/her~~ their place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames found in Section 7.1 (Business and Travel Expenses), and in accordance with Government Code section 19841 and CalHR Regulation 2 CCR 599.714 as currently written.

06/19/2025 TA 9:52  
*[Signature]*  
*[Signature]*

**Management Reliever Proposal**

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PEGG**

**Time:**

**Article: 7.10**

**Subject: Telework Stipend Program**

**ARTICLE 7  
ALLOWANCES AND REIMBURSEMENTS**

**7.10 Telework Stipend Program**

**A. Eligibility**

Effective October 1, 2021, for the October 2021 pay period and payable after the first day of the pay period following ratification, employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:

1. Employees identified as Remote Centered with an approved telework agreement shall receive \$50 per month.
2. Employees identified as Office Centered with an approved telework agreement shall receive \$25 dollars per month.
3. Incidental telework does not qualify for this stipend. The approved telework agreement must designate the employee's telework status as either Remote Centered or Office Centered.

**B. Payment Process**

1. This stipend shall be paid for each eligible pay period, payable the following pay period.
2. The employee's approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee's approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.
3. This payment is not subject to a qualifying pay period.
4. For approved telework agreements that are effective other than the first of the pay period, the stipend is payable upon a fully executed telework agreement.
5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.
6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month

## **Management Rollover Proposal**

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PECG**

**Time:**

**Article: 7.10**

**Subject: Telework Stipend Program**

7. No receipts shall be required for the payment of this stipend.
8. Effective the first day of the pay period following ratification, no reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved office supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with the MOU and departmental policy.
9. Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this side letter and the terms of the MOU.

C. The Telework Stipend Program is grievable through the CalHR level. This program shall not be subject to arbitration. Any decision reached at the CalHR level shall be final.

D. If other Bargaining Units receive increased or higher telework stipends than outlined in this side letter, the same increases shall be provided concurrently to Unit 9 employees.

E. The Telework Stipend will sunset on June 30, 2025



TA 11:58 3/27

PECG Proposal  
March 27, 2025

## ARTICLE 8 HOURS OF WORK AND OVERTIME

### 8.1 Overtime

- a. All State laws and CalHR regulations regarding overtime not modified by this agreement shall remain in effect.

- b. Travel Time

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

- c. Paid Leave Counted As Time Worked – WWG 2

Time during which a Unit 9 employee assigned to Work Week Group (WWG) 2 is excused from work on paid leave (e.g., sick leave, vacation or annual leave) shall not be counted as hours worked within the workweek for purposes of determining if overtime has been earned. This language is consistent with GC 19844.1.

- d. Overtime Compensation – WWG 2

1. Employees in classes assigned to Work Week Group 2 shall be compensated in cash or compensating time off at time and one-half at the discretion of each department head or ~~his~~ or her their designee for ordered/authorized overtime of at least one-quarter hour at any one time.
2. Employees shall obtain authorization to work overtime. Employees will only be compensated for overtime ordered or authorized by a supervisor.
3. The employees preference will be considered when determining whether overtime will be compensated by cash or CTO except as otherwise provided by this agreement.
4. Overtime will be credited on a one-quarter hour basis with a full quarter of an hour credit granted if five (5) minutes or more of the period is worked. Smaller fractional units will not be accumulated.

- e. Callback Compensation – WWG 2

Employees assigned to Work Week Group 2 shall be credited with a minimum of four hours work time as provided in 2 Cal. Code Regs. § 599.708.

- f. Overtime Scheduling – WWG 2

When routine overtime is scheduled at least 48-hours in advance, departments shall request volunteers from within the work area or unit who may thereafter be selected to perform the overtime work, except as provided herein. Nothing in this section shall be construed to (a) require management to seek volunteers during an emergency; (b) require selection of an employee who does not possess the requisite skills to perform the job; (c) requires solicitation of volunteers when a specific expertise or project familiarity is required; (d) require solicitation of volunteers who it reasonably believes are not available to respond in the time required; or, (e) limit management's ability to require an employee to work overtime.

*Paul* TA 1015  
*Pete* 04/24/2025

**PECG Roll Over  
April 10, 2025**

## **ARTICLE 8 HOURS OF WORK AND OVERTIME**

### **8.2 Work Week Groups**

**a. Work Week Group "2"**

Work Week Group "2" applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA). Overtime for employees subject to the provisions of the FLSA is defined as all hours worked in excess of 40 hours in a period of 168 hours or seven consecutive 24-hour periods. Employees in Work Week Group 2 may accrue up to 240 hours of compensating time off. All hours in excess of the 240 hour maximum accrual will be compensated in cash.

**b. Work Week Group "E"**

1. Work Week Group "E" includes classes that are exempted from coverage under the FLSA because of the "white-collar" (administrative, executive, professional) exemptions. To be eligible for this exemption a position must meet both the "salary basis" and the "duties" test.
2. Exempt (WWG E) employees are paid on a "salaried" basis and the regular rate of pay is full compensation for all hours worked to perform assigned duties. However, these employees shall receive up to 8 hours holiday credit when ordered to work on a holiday. Work Week Group E employee shall not receive any form of additional compensation, whether formal or informal, unless otherwise provided by this agreement.
3. All Unit 9 employees/classifications presently assigned to Work Weeks Group 4A and 4C shall be moved to Work Week Group E.
4. The following shall apply to employees/classifications assigned to Work Week Group E.
  - (a) Employees are expected to work the hours necessary to accomplish their assignments and fulfill their responsibilities. Employee workload will normally require 40 hours per week to accomplish; however, inherent in their job is the responsibility and expectation that work weeks of a longer duration may be necessary.
  - (b) Management may require employees to work specified hours; however, subject to operational needs as determined by the department, management may permit altered or flexible work schedules when requested by employees. Employees who alter their daily or weekly work schedules shall comply with reasonable procedures established by their department.
  - (c) Employees are responsible for keeping management apprised of their schedule and whereabouts; and, must respond to directions from management to complete work assignments by specific deadlines.
  - (d) Employees shall not:
    - (1) Be charged any paid leave for absences in less than the number of hours scheduled for the day when they are absent for a whole day.

- (2) Be docked or have their salary reduced for absences of less than an entire day.
- (3) Be suspended in increments of less than one complete work week (i.e., one week, two weeks, three weeks, etc.)
- (4) Have their pay reduced as a result of a disciplinary (adverse) action pursuant to Government Code section 19572.
- (5) Have absences of less than one day recorded for attendance record keeping or compensation purposes. Employees may, however, be required to record time for other purposes (e.g., budgeting, project tracking, etc.).



*Oniel* TA 10:18  
*Pete* 04/24/2025

PECG Roll Over  
April 10, 2025

## ARTICLE 8 HOURS OF WORK AND OVERTIME

### 8.4 Work Shift Schedules

- a. Unless otherwise specified herein, the regular work week of full-time Unit 9 employees shall be forty (40) hours. The regular number of hours in an employee's workday will be worked unless the employee takes approved leave.
- b. Varying work shifts (swing shift, night shift or any work shift other than a traditional day shift) may be established by the employer in order to meet the needs of the State agencies.
- c. Employees' work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.
- d. The state agrees to refrain from splitting shifts. A split shift is defined as a work shift which is interrupted by a non-paid working period other than a regular meal period.

*Ornel*  
*Patty*

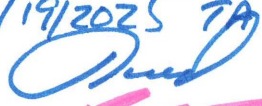

TA 10:18  
04/24/2025

PECG Roll Over  
April 10, 2025

## ARTICLE 8 HOURS OF WORK AND OVERTIME

### 8.7 Compensating Time Off

Upon accrual of Compensating Time Off (CTO), and consistent with CalHR Rule 599.705, CTO shall be used in no less than 7.5 minute increments or multiples thereof.

06/19/2025 TA 9:21 PM  
  


## Management Proposal

### 11.9 Public Employees' Pension Reform Act of 2013 (PEPRA)

#### A. PEPRA Definition of "Pensionable Compensation"

Retirement benefit for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United State Code Section 430 (b). ~~The 2013 limits are \$113,700 for members subject to Social Security and \$136,440 for members not subject to Social Security.~~ The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

#### B. Alternate Retirement Program – New Employees

Employees first hired on or after July 1, 2013 shall not be subject to the Alternate Retirement Program (ARP). Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon completion of the twentyfour (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the 47th month of employment and ending on the last day of the 49th month of employment following his or her initial ARP hire date.

## Rollover

**Bargaining Unit: 9**

**Date: May 8, 2025**

**Exclusive Representative: PEGG**

**Time: TA 11:11 5/15**

**Article: 12.1**


**Subject: Purpose**



## ARTICLE 12 GRIEVANCE PROCEDURE

### 12.1 Purpose

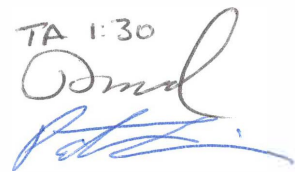
- a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement and employment-related complaints.
- b. The purposes of this procedure are:
  - (1) To resolve grievances informally at the lowest possible level;
  - (2) To provide an orderly procedure for reviewing and resolving grievances and complaints promptly.

TA 1:30 PM  
  
PECG Roll Over  
March 6, 2025

## ARTICLE 12 GRIEVANCE PROCEDURE

### 12.2 Definitions

- a. A grievance is a dispute of one or more employees, or a dispute between the State and PECG, involving the interpretation, application, or enforcement of the express terms of this Agreement.
- b. A complaint is a dispute of one or more employees or PECG involving the application or interpretation of a written rule or policy not covered by this Agreement and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.
- c. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.
- d. As used in this procedure, the term "party" means PECG or employee, or the State.
- e. A "PECG representative" refers to an employee designated as a PECG steward or a paid staff representative.

TA 1:30  


**PECG Roll Over  
March 6, 2025**

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **12.3 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

TA 1:30

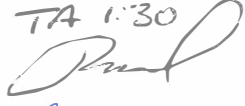

  


**PECG Roll Over  
March 6, 2025**

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **12.4 Waiver of Steps**

The parties may mutually agree to waive any step of the grievance procedure.

TA 1:30  
  
  
**PECG Roll Over**  
**March 6, 2025**

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **12.5 Presentation**

At any step of the grievance procedure, the State representative may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a PECG representative, or both, may attend without loss of compensation.





TA 11:58 3/27

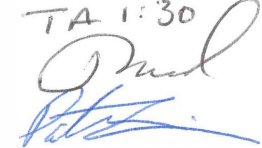


PECG Proposal  
March 27, 2025

## ARTICLE 12 GRIEVANCE PROCEDURE

### 12.6 Informal Discussion

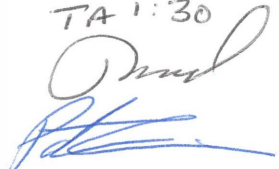
An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give ~~his/her~~ their decision or response.

TA 1:30  
  
PECG Roll Over  
March 6, 2025

## ARTICLE 12 GRIEVANCE PROCEDURE

### 12.7 Formal Grievance – Step 1

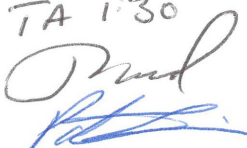
- a. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than:
  - (1) Twenty-one (21) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance;
  - (2) Within fourteen (14) calendar days after receipt of the decision rendered in the informal grievance procedure.
- b. However, if the informal grievance procedure is not initiated within the period specified in Item (1) above, the period in which to bring the grievance shall not be extended by Item (2) above.
- c. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with a designated supervisor or manager identified by each department head as the first level of appeal.
- d. Within fourteen (14) calendar days after receipt of the formal grievance, the person designated by the department head as the first level of appeal shall respond in writing to the grievance.
- e. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

TA 1:30  
  
PECG Roll Over  
March 6, 2025

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **12.8 Formal Grievance – Step 2**

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the second level of appeal. If the department head or designee is the first level of appeal, the grievant may bypass Step 2.
- b. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.
- c. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential.

TA 1130  
  
PECG Roll Over  
March 6, 2025

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **12.9 Formal Grievance – Step 3**

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days after receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.
- b. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

**Bargaining Unit: 9**

**Date: May 8, 2025**

**Exclusive Representative: PEGG**

**Time: 7A 11:12 5/15**

**Article: 12.10**

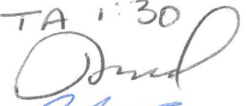

**Subject: Formal Grievance – Step 4**



## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **12.10 Formal Grievance – Step 4**

- a. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within fourteen (14) calendar days after receipt to the Director of the Department of Human Resources or designee.
- b. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the Department of Human Resources or designee shall respond in writing to the grievance.
- c. Grievances should be submitted to [grievances@calhr.ca.gov](mailto:grievances@calhr.ca.gov) in one complete PDF package including the grievance form, prior responses, and all related materials in the order in which they should be reviewed. If grievance submissions are too large to send in one package, then the submission can be broken up into multiple PDF files and numbered (e.g., 1 of 2, 2 of 2, etc.).

TA 1:30  
  


**PECG Roll Over  
March 6, 2025**

## **ARTICLE 12 GRIEVANCE PROCEDURE**

### **12.11 Response**

If the State fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.



TA 11:53 3/27





PECG Proposal  
March 27, 2025

## ARTICLE 12 GRIEVANCE PROCEDURE

### 12.12 Formal Grievance – Step 5

- a. If the grievance is not resolved at Step 4, within thirty (30) calendar days after the 4<sup>th</sup>-level response, PECG shall have the right to submit the grievance to arbitration.
- b. Within fourteen (14) calendar days after the notice requesting arbitration has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an arbitrator. If no agreement is reached on the selection of an arbitrator the parties shall, immediately and jointly, request the State Mediation and Conciliation Service or the American Arbitration Association to submit to them a panel of nine (9) arbitrators from which the State and PECG shall alternately strike names until one name remains and this person shall be the arbitrator. If the parties cannot agree from which service to obtain the list of arbitrators, the party requesting arbitration shall pay all costs, if any, of obtaining the list of arbitrators.
- c. The arbitration hearing, itself, shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.
- d. An arbitrator may, upon request of PECG and the State, issue ~~his/her~~ their decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put ~~his/her~~ their decision, opinion, or award in writing and that a copy be provided.
- e. The arbitrator shall not have the power to add to, subtract from, or modify this contract. Only grievances as defined in subsection 12.2 a. of this Article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

06/09/2025 TA 11:02 AM  
  


PECG Roll Over  
March 6, 2025

## ARTICLE 13 LAYOFF AND REEMPLOYMENT

### 13.1 Layoff and Reemployment

#### a. Application

Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as “employees”) in any State agency, the State may lay off employees pursuant to this Section.

#### b. Order of Layoff

Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Human Resources rules.

#### c. Notice

Employees compensated on a monthly basis shall be notified 30 calendar days in advance of the effective date of layoff. Where notices are mailed, the 30-calendar-day time period will begin to run on date of mailing of the notice. The State agrees to notify PECG no later than 30 calendar days prior to the actual date of layoff.

#### d. Transfer or Demotion in Lieu of Layoff

The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Human Resources rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

#### e. Reemployment


In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or subdivisional reemployment lists in accordance with Section 19056 of the Government Code.

#### f. State Service Credit for Layoff Purposes

In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven consecutive working days falls into two consecutive qualifying pay periods, the second pay period shall be disqualified.



- g.** Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or mandatory geographic transfer who meet the minimum qualifications for the vacancy being filled, provided that the vacancy is equivalent in salary and responsibility and in the same geographic area and bargaining unit.
- h.** Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the procedures established in Government Code section 19997.14. The hearing officer's decision shall be final and upon its issuance the Department of Human Resources (CalHR) shall adopt the hearing officer's decision as its own. In the event that either the employee(s) or appointing power seeks judicial review of the decision pursuant to Government Code section 19815.8, CalHR, in responding thereto, shall not be precluded from making arguments of fact or law that are contrary to those set forth in the decision.

TA 11:53 3/27  
  


PECG Proposal  
March 27, 2025

## ARTICLE 14 HOME ADDRESSES

### 14.1 Home Addresses

#### A. Home Addresses – Generally

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

Notwithstanding any other provision of this agreement, any employee may have ~~his/her~~ their home address withheld from PECG at any time by submitting a written request to ~~his/her~~ their appointing power on a form provided by the State.

#### B. Home Address Withholding By Non-Law Enforcement Related Employees

Effective one-month following ratification of this agreement by both parties, the State will no longer use an Employee Action Request form that provides Unit 9 employees who perform non-law enforcement related functions with the option of having their home address withheld from PECG. Instead, employees who perform non-law enforcement related functions will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from PECG, or (2) to cancel a previous withhold request thereby permitting release of their home address to PECG.

#### C. Home Address Withhold Notification to Non-Law Enforcement Related Employees

Within one month following ratification of this agreement by both parties, the State will send a letter to all existing Unit 9 employees who perform non-law enforcement related functions that have previously requested their home address remain confidential. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to PECG.

#### D. Release and Use of Addresses

The State Controller's Office will send PECG a list of all Unit 9 employees who, pursuant to subsection c. above, either did not respond or responded by indicating they wanted to continue withholding their home address from PECG. The State Controller's Office will also send PECG a list of all Unit 9 employees who perform law enforcement-related functions (if any). Said list(s) will contain the employees' name, agency and reporting unit.

#### E. Home Address Mailings By The State

The State will mail PECG information once per year to the home address of law enforcement-related employees, and non-law enforcement employees who have requested their home address be withheld from PECG. Said material shall be provided by PECG. The cost of this mailing shall be paid for by PECG. PECG agrees to hold the State harmless for any annual mail that does not reach Unit 9 employees.

**F. Address Confidentiality**

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

**G. Nature of Material**



PECG agrees that any of its literature mailed to employees by the State will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by PECG.

**H. Costs Reimbursable**

PECG agrees to pay necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home/work address tape file on a monthly basis.

**I. Hold Harmless and Indemnification**

Notwithstanding any other provision of this agreement, PECG agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the agreement.



 TA 11:54 3/27  
  
PECG Roll Over  
March 27, 2025

## ARTICLE 15 PERSONNEL ACTIVITIES

### 15.1 Personnel Files

All bargaining unit employees shall have access to the material in their official personnel files. Such access shall be during normal personnel office work hours and shall not be unreasonably denied. The employee may be required to obtain from the supervisor approval of the specific time for such access. The employee's PECG representative shall have access to the personnel file either by accompanying the employee or by presenting a written authorization from the employee. The authorization shall cover only the period of time specified by the employee. Files shall not be removed from the personnel office without management approval. The employee or ~~his/her~~ their PECG representative shall be allowed a copy of the material in the personnel file. Materials relating to an employee's performance included in the personnel file shall be retained for a period of time specified by each department, except all materials of a negative nature shall be purged after three years by personnel office employees accessing the file for any reason. The act of removing dated negative material shall be accomplished in a manner which is not apparent to anyone but other employees of the personnel office.

The employee shall have a right to insert in ~~his/her~~ their file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.


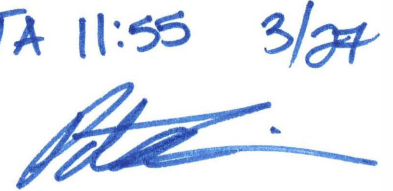
TA 11:55 3/27  
  


PECG Proposal  
March 27, 2025

## ARTICLE 15 PERSONNEL ACTIVITIES

### 15.2 Appeal of Involuntary Transfer

1. The State shall make reasonable efforts to avoid involuntary transfers.
2. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change ~~his/her~~ their residence.
3. An involuntary transfer which reasonably requires an employee to change ~~his/her~~ their residence may be grieved under Section 12.2 a. only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the Department of Human Resources disapproves the transfer, the employee shall be returned to ~~his or her~~ their former position; shall be paid the regular travel allowance for the period of time ~~he/she was~~ they were away from ~~his/her~~ their original headquarters; and ~~his/her~~ their moving costs both from and back to the original headquarters shall be paid in accordance with the Department of Human Resources law and rules.
4. An appeal of an involuntary transfer which does not reasonably require an employee to change ~~his/her~~ their residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

TA 11:55 3/27  
  


PECG Proposal  
March 27, 2025

## ARTICLE 15 PERSONNEL ACTIVITIES

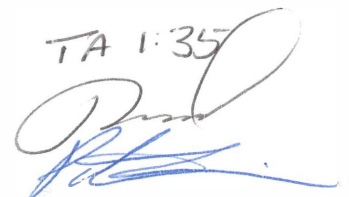
### 15.4 Hardship Transfer

The State and PECG recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, including but not limited to domestic violence; mandatory job transfer of a spouse or domestic partner; or family illness, injury, death, serious health condition, or other important consideration; may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts the position of a lower paid classification, the State shall endeavor to reinstate the employee to ~~his/her~~ their former classification and comparable salary level. Reasons for the inability to grant the transfer shall be provided in writing.

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable CalHR laws and rules.

The parties agree that disputes under this section are grievable through Step 4 (CalHR) and are not arbitrable.

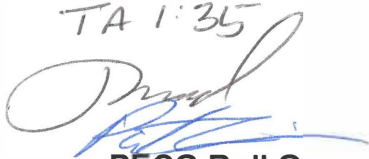
TA 1:35  
  
PECG Roll Over  
March 6, 2025

## **ARTICLE 16 HEALTH AND SAFETY**

### **16.1 Health and Safety**

The State and PECG shall, upon request by PECG, develop a Health and Safety Committee. The committee shall consist of up to five (5) PECG representatives (selected by PECG) and five (5) management representatives. The chairperson shall be selected by management. The committee may meet on a quarterly basis, unless mutually agreed otherwise. PECG representatives shall serve without loss of compensation not to exceed eight (8) hours each quarter unless authorized by the chair.

The affected department(s) shall attempt to remedy any Health and Safety problems identified through recommendations of the committee.

TA 1:35  
  
**PECG Roll Over**  
**March 6, 2025**

## **ARTICLE 17**

### **STATE RIGHTS**

#### **17.1 State Rights**

All the functions, rights, powers and authority not specifically abridged by this MOU are retained by the employer.



03/27/25 11:45 AM



PECG Proposal  
March 27, 2025

## **ARTICLE 18 REPRESENTATION**



### **18.1 Representatives**

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

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

Upon prior notification to and approval of the appropriate time by the representatives' supervisors, PECG representatives will be allowed a reasonable amount of time off without loss of compensation for the purposes of representing employees. Unless otherwise authorized by the department head or designee, the representative will limit representational activities to his/her their general geographical area.

03/27/25 11:47AM

  
 PECCG Roll Over  
March 20, 2025

## ARTICLE 18 REPRESENTATION

### 18.2 Employees

With prior notification to and approval of the appropriate time by the supervisor, bargaining unit employees will be granted reasonable time off without loss of compensation (a) to prepare and present their own grievances, SPB and California Victim Compensation and Government Claims Board (VCGCB) claims and appeals, (b) to respond to disciplinary actions taken against them, (c) with five working days' notice (when feasible) to attend hearings conducted by the State Personnel Board and VCGCB provided the employee is either a party to the proceedings or specifically affected by the results of the hearing and has been scheduled to appear or testify, (d) to participate in State civil service examinations that have been scheduled during the employees' normal working hours, and (e) to participate in hiring interviews when certified from an employment list. Except for time off without loss of compensation, the State will not be responsible for other expenses associated with any of the activities listed in this Section.

03/27/25 11:47AM



PECG Roll Over  
March 20, 2025



## **ARTICLE 18 REPRESENTATION**

### **18.4 Access**

PECG representatives shall be allowed access to bargaining unit employees at the work site during working hours for representational purposes. The department head or designee may require notification by the PECG representatives prior to permitting access.

Subject to availability of a facility and notification of the department head or designee, PECG representatives shall have access to State facilities during non-working hours to meet with employees regarding PECG activities and business provided PECG shall reimburse the State if the State incurs significant additional costs as a result of this use.

Access to bargaining unit employees or use of State facilities shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, employee requested privacy, emergency, or the accomplishment of the State's mission.

03/27/25 11:48AM  
  
 PECG Roll Over  
March 20, 2025

## **ARTICLE 18 REPRESENTATION**

### **18.5 Bulletin Boards**

PECG shall be provided adequate space to post material on State-furnished bulletin boards which are located at easily accessible locations at each work site of employees in the bargaining unit.

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

Each party accepts responsibility and liability for its actions which may bring about claims or suits as a result of the use of State-furnished bulletin boards.

03/27/25 11:48 AM

A handwritten signature in blue ink, appearing to be 'Dana', written over a second signature that is partially obscured.

PECG Roll Over  
March 20, 2025

## **ARTICLE 18 REPRESENTATION**

### **18.6 Distribution of Literature**

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

Each party agrees to accept responsibility and liability for its actions which may bring about claims or suits as a result of the distribution of PECG literature at State work sites.

03/27/25 11:49 AM



PECG Roll Over  
March 20, 2025

## **ARTICLE 18 REPRESENTATION**

### **18.9 Organizational Security**

The State agrees to deduct and transmit to PECG all membership dues authorized on a form provided by PECG. The State and PECG agree that a system of authorized dues deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, and 3515.8, subject to the following provisions:

- a. The amount of dues deducted from PECG members' pay warrants shall be set by PECG and changed by the State upon written request of PECG.
- b. Pursuant to Government Code sections 3513(i) and 3515, a written authorization for PECG membership dues deductions in effect on the effective date of this Agreement or thereafter submitted shall continue in full force and effect during the term of this Agreement; provided, however, that any employee may withdraw from PECG membership by sending a signed withdrawal letter to PECG and a copy to the Controller's Office within thirty (30) calendar days prior to the expiration of the Agreement.
- c. PECG agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State rising from this Article and the deductions arising therefrom.
- d. No provisions of this section nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Agreement.

TA 11:49



PECG Proposal  
March 27, 2025

## **ARTICLE 18 REPRESENTATION**

### **18.10 No Reprisal**

The State shall not impose or threaten to impose reprisals; discriminate or threaten to discriminate against an employee; or take any other action against an employee because of ~~his/her~~ their exercise of any rights provided by the Dills Act or this MOU.

TA 11:50 03/27/25



PECG Roll Over  
March 20, 2025

## **ARTICLE 18 REPRESENTATION**

### **18.11 Information to Employees**

Annually, the State will provide all bargaining unit employees with information relating to their vacation, sick leave, CTO balances, and their retirement contributions and interest. The State agrees to determine if the Controller can produce statements on other benefits; however, the actual production and distribution of such reports is dependent on the developmental cost and the Controller's priorities.



TA 11:50AM 03/27/25




PECG Roll Over  
March 20, 2025

## ARTICLE 18 REPRESENTATION

### 18.12 Payroll Deduction


1. It is the intent of this Section to provide for payroll deductions, except for deductions defined in Section 18.9, Organizational Security, of PECG members to be deducted from their warrants insofar as permitted by law. The State agrees to deduct and transmit to PECG all authorized deductions from all PECG members who have signed an approved authorization card for such deductions on a form provided by PECG, less necessary administrative costs incurred by the State Controller.
2. PECG agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its check off for PECG deductions.

TA 1:36  
  
PECG Roll Over  
March 6, 2025

## **ARTICLE 20 SAVINGS CLAUSE**

### **20.1 Savings Clause**

Should any provision of this MOU be found unlawful or invalidated by a court of competent jurisdiction, the remainder of the MOU shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

TA 11:56 3/27  
  
PECG Proposal  
March 27, 2025

## ARTICLE 22 TRAINING


### 22.1 Training

The State agrees to reimburse bargaining unit employees for expenses incurred as a result of attending job-required courses as authorized by the department. Such reimbursement shall be limited to tuition and/or registration fees, cost of course-required books, transportation or mileage expenses, toll and parking fees, and lodging and subsistence expenses.

Reimbursement for the above expenses shall be in accordance with existing Administrative Code sections except as otherwise provided in this MOU. When training occurs during normal working hours, the employee shall receive ~~his/her~~ their regular salary.

The State shall reimburse bargaining unit employees for departmentally-approved expenses incurred as a result of attending authorized job-related or career-related training or education in accordance with CalHR rules.



Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements because of the new State Law effective January 1, 1989, will make available to the employee any information prepared by the Department of Motor Vehicles covering the commercial driver's license examination.

TA 1:37  
  
PECG Roll Over  
March 6, 2025

**ARTICLE 24**  
**THE CALIFORNIA STATE PAYROLL SYSTEM PROJECT**

**24 The California State Payroll System Project**

The parties agree, upon notice by the state, to reopen only pertinent MOU sections needed to implement changes required by the California State Payroll System Project.

06/19/2025 TA 5:01 PM  
  


PECG Proposal  
May 15, 2025

## ARTICLE 25 ON-CALL/STANDBY TIME

On-Call/Standby is time during which an employee is required to restrict activities and be available for return to work. An employee is not considered to be in On-Call/Standby status unless ~~he or she has~~ they have previously been informed by the employer of the assignment.

A PUC Unit 9 employee who is notified that ~~he/she is~~ they are being placed On-Call/ Standby as defined below, shall receive On-Call/Standby pay. On-Call/ Standby hours will be accumulated during the term of the pay period and shall be compensated at the rate of two (2) hours of pay (cash or CTO at the employer's discretion), for each eight (8) hours of On-Call/Standby in accordance with the chart below. Employees may only accrue up to six (6) hours of pay for each twenty-four (24) hour period of On-Call/Standby. An employee placed on On-Call/Standby shall respond by phone within fifteen (15) minutes of the call and report for work, if so required, within one (1) hour from initial contact or within a reasonable time frame as agreed to by the supervisor, for employees living beyond one (1) hour from the work site.

On-Call/Standby exists under the following conditions:

1. The employee must be readily accessible by phone or pager, and
2. The employee is obligated to return to work in a fit and able condition to assume ~~his/her~~ their duties.

An employee who is actually called into work while On-Call/Standby, shall be compensated in accordance with the call-back provisions of this agreement. Compensation earned as a result of On-Call/Standby shall not be considered time worked for purposes of qualifying for overtime.

HOURS ON-CALL/STANDBY	HOURS PAID
1	.25
2	.50
3	.75
4	1.00
5	1.25
6	1.50
7	1.75
8	2.00

Fractional hours On-Call/Standby, 15 minutes or greater will be rounded up to the next whole hour.

06/19/2025 TA 9:22 PM



## Management Counter Proposal

Bargaining Unit: 9

Date: June 19, 2025

Exclusive Representative: PEGG

Time:

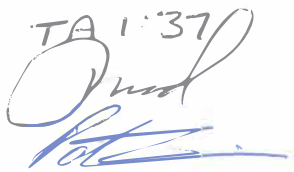
Article: 26

Subject: Furlough Protection

### ARTICLE 26

#### FURLOUGH PROTECTION

The State shall not implement a furlough or additional personal leave program (PLP) of any length or duration while Unit 9 employees are subject to the Personal Leave Program (PLP) 2025 outlined in Article 5.24. Unit 9 positions shall also be exempt from layoff and elimination during the term of this agreement.

TA 1137  


**PECG Roll Over  
March 6, 2025**

## **ARTICLE 27 CONTRACT APPROPRIATIONS**

The State and PECG agree to present to the Legislature, as part of the MOU bill, proposed legislation that appropriates funds to maintain employee salaries and benefits in the event a timely budget is not enacted in any fiscal year during the term of this agreement.

06/17/2025 TH 5:02AM  
Daniel  
Pete

## Management Proposal

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PEEG**

**Time:**

**Article: 28**

**Subject: 28.1 Prefunding of Post-Retirement Health Benefits**

### ARTICLE 28 RETIREE HEALTH BENEFITS

#### **28.1 Prefunding of Post-Retirement Health Benefits**

The State and Bargaining Unit 9 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 9; and, agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

A. Beginning July 1, 2017, the State and Bargaining Unit 9 will prefund retiree healthcare, with the goal of reaching a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2019. The amount of employee and matching employer contributions required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation:

1. July 1, 2017: by 0.5 percent.
2. July 1, 2018: by 0.5 percent, for a total of 1.0 percent.
3. July 1, 2019: by 1.0 percent, for a total of 2.0 percent.

B. Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution for prefunding other post-employment benefits for the 2020-21 and 2021-22 fiscal years, as described in paragraph A, is suspended and shall not be withheld from employees' salaries beginning on the first day of the pay period following ratification, and ending on June 30, 2022. The employer's monthly contribution for prefunding other post-employment benefits will continue in the 2020-21 and 2021-22 fiscal years, as described in paragraph A.

C. Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' and employer's monthly contribution of prefunding other post-employment benefits for the 2025-26 and 2026-27 fiscal years, as described in paragraph A, is suspended and shall not be withheld from employees' salaries or contributed by the employer beginning on July 1, 2025, and ending on June 30, 2027.

GD. Employees Subject to Other Post Employment Benefit (OPEB) Prefunding

All bargaining unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than half-time, do not contribute. Bargaining unit members



## **Management Proposal**

**Bargaining Unit: 9**

**Date: June 19, 2025**

**Exclusive Representative: PEGG**

**Time:**

**Article: 28**

**Subject: 28.1 Prefunding of Post-Retirement Health Benefits**

not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 9 shall begin contributing immediately, unless they are not subject, as set forth above.

**DE. Withholding of Contributions**

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office.

Contributions will be deposited in a designated state subaccount for BU 9 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree health and dental benefits to state annuitants and dependents associated with BU 9. As defined in Government Code Section 22940, a designated state subaccount is a "separate account maintained within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."

**EE.** Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.

**EG.** The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

**GH.** The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

STATE/PECG Joint Proposal

TA 12:10 6/19  
*Peter*  
*Paul*

Bargaining Unit: 9

Date: June 19, 2025

Exclusive Representative: PECG

Time:

Article: 28

Subject: 28.2 Post-Retirement Health and Dental Benefit Vesting

**ARTICLE 28  
RETIREE HEALTH BENEFITS**

**28.2 Post-Retirement Health and Dental Benefit Vesting**

- A. The following vesting schedule for post-retirement dental benefits shall apply to state employees in Bargaining Unit 9 first employed by the State on or after January 1, 2019, as established in the PECG 2018-20 MOU.
- B. The following vesting schedule for post-retirement health benefits shall apply to state employees in Bargaining Unit 9 first employed by the State on or after January 1, 2016, as established in the PECG 2015-18 MOU.
- C. The portion of the employer contribution toward post-retirement health and dental benefits will be based on credited years of service at retirement per the following chart entitled "Health and Dental Benefits Vesting". The minimum number of years of State service at retirement to establish eligibility for any portion of the employee contribution will be 15 years. This section will apply only to State employees who were under a service retirement.
- D. ~~State employees as defined in A above, who become BU 9 employees on or after the applicable dates outlined in A and B above on or after January 1, 2019~~ shall not receive any portion of the employer's contribution payable for post-retirement health and dental benefits unless those employees are credited with 15 years of State service as defined by law.
- E. The percentage of employer contribution payable for post-retirement health and dental benefits for an employee subject to this section is based on the member's completed years of credited State service at retirement as shown in the following table:

Health and Dental Benefits Vesting	
CREDITED YEARS OF SERVICE	PERCENT OF EMPLOYER CONTRIBUTION
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

## STATE/PECG Joint Proposal

**Bargaining Unit: 9**

**Date: June 19, 2025**



**Exclusive Representative: PECG**

**Time:**

**Article: 28**

**Subject: 28.2 Post-Retirement Health and Dental Benefit Vesting**

- F. This section shall apply only to State employees who retire for service.
- G. Benefits provided an employee by this section shall be applicable to all future State service.
- H. For the purposes of this section, State service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation.
- I. ~~The parties agree to support any legislation necessary to facilitate post-retirement health and dental vesting, as identified in Government Code Sections 22874, 22874.2, 22958, or any other applicable section of the Government Code.~~

06/19/2025 TA 9:23 AM  
  


## CLEANUP

### ARTICLE 28 RETIREE HEALTH BENEFITS

#### 28.3 Employer Contribution for Retiree Health Benefits

- A. The employer contribution for each annuitant enrolled in a basic plan shall not exceed 80 percent of the weighted average of the Basic health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.
  1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Basic health benefit plans that had the largest enrollment of active state employees, excluding family members, during the previous benefit year.
  2. This section shall apply to all employees and annuitants first hired on or after January 1, 2016.
- B. The employer contribution for an annuitant enrolled in a Medicare Supplemental Plan in accordance with Government Code section 22844 shall not exceed 80 percent of the weighted average of the health benefit plan premiums for an annuitant enrolled in Medicare Supplemental Plan for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.
  1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Medicare Supplemental Plans that had the largest enrollment of state annuitants, excluding family members, during the previous benefit year.
  2. The employer contribution shall not exceed the amount calculated under this section if the employee or annuitant is eligible for Medicare Part A, with or without cost, and Medicare Part B, regardless of whether the employee or annuitant is actually enrolled in Medicare Part A or Part B.
  3. This section shall apply to all employees and annuitants first hired on or

## Bargaining Proposal

BU 9

June 19, 2025

after January 1, 2016.

- C. State employees and annuitants in BU 9 hired on or after January 1, 2016 shall be ineligible to receive any portion of the employer's contribution for annuitants towards Medicare Part B premiums, as defined in Government Code section 22879.
- D. This section does not apply to:
  - 1. State employees previously employed before January 1, 2016, who return to state employment on or after January 1, 2016; and
  - 2. State employees on an approved leave of absence employed before January 1, 2016, who return to active employment on or after January 1, 2016.
- E. ~~The parties agree to support any legislation necessary to facilitate and implement this provision.~~

**APPENDIX B**  
**IRS AGREEMENT BETWEEN THE STATE OF CALIFORNIA**  
**AND**  
**THE PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT**  
**COVERING ALL EMPLOYEES IN BARGAINING UNIT 9**

**TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTION**

The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of the employees in the bargaining unit. Pursuant to Section 414(h)

(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee. Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

**A. DEFINITIONS**

1. Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.
2. **"Employees."** The term "employees" shall mean those employees of the State of California in Bargaining Unit 9 who make employee contributions to the PERS retirement system.
3. **"Employee Contributions."** The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.
4. **"Employer."** The term "employer" shall mean the State of California.
5. **"Gross income."** The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 9 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the Internal Revenue Code and rules and regulations established by the Internal Revenue Service.
6. **"Retirement System."** The term "retirement system" shall mean the PERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et seq.).
7. **"Wages."** The term "wages" shall mean the compensation prescribed in this Agreement.

**B. PICK UP OF EMPLOYEE CONTRIBUTIONS**

1. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
3. Employee contributions made by the employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
4. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system."

#### **C. WAGE ADJUSTMENT**

Notwithstanding any provision in this Agreement on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

#### **D. LIMITATIONS TO OPERABILITY**

This Article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

#### **E. NON-ARBITRABILITY**

The parties agree that no provisions of this Article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

**SIDE LETTER #15**  
**CALEPA RELOCATION AGREEMENT**

The November 9, 2000 agreement between the State and PECG, along with January 31, 2001, February 8, 2001, and March 7, 2001 amendments, regarding the California Environmental Protection Agency headquarters office building and related Boards, Departments and Offices moves shall remain in effect.

Except as otherwise specified, this section shall apply only to those employees headquartered in the CalEPA Building located at 1001 I Street in Sacramento, California.

**A. Telework Policy**

The CalEPA Telework Policy shall be implemented and available to all Unit 9 employees throughout the State employed by the CalEPA.

**B. Commute Mitigation**

1. Alternate Transportation Support – The State and PECG agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
2. Incidental Use Parking – CalEPA shall develop an “Incidental Use Parking Program” for employees who use alternate means of transportation to commute to and from work. Upon 24 hours notice, employees who self-certify that they are using alternate transportation to commute to and from work at least three times per week, shall be eligible to park for up to two days per pay period in a CalEPA parking space set aside for this purpose.
3. Guaranteed Ride Home Program – This program exists through the Sacramento Transportation Management Association. This program allows employees who use alternative transportation at least three times per week to obtain transportation in the case of emergency or unanticipated approved overtime that precludes the use of their regular ride home. Eligible employees may use the program up to six times in a 12-month period. All CalEPA boards, departments and offices will maintain membership in this organization in order to provide this benefit to all qualifying employees.

**C. Parking**

1. Parking Lot Waiting List – For purposes of allocating available parking spaces to CalEPA employees who were not assigned a lottery number on August 3, 2000, the following priority order shall be used after September 1, 2000: 1) persons with disabilities, 2) car/van pools and shared permits with at least two CalEPA employees, and 3) all others, on a first come first served basis, without exceptions.
2. Waiting List Status Reports – Upon request of the exclusive representative for any of its affected Bargaining Units, CalEPA shall provide reports describing: 1) the number of parking permits available by lots, 2) the number of permits issued, and 3) the number of employees on the waiting list of each lot.
3. Parking – It is understood that the State will not subsidize employee parking.



#### **D. Bicycle Transportation**

1. Bicycle Storage Fee Reimbursement – Employees charged a bicycle storage fee shall be eligible for reimbursement of \$15.00 per month from when the employee relocates to the CalEPA building. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures for the administration of this benefit.
2. Bicycle Storage Assignments – Bicycle storage shall be assigned based on commute days, by lottery numbers, and in accordance with the following priority: 1) five days per week, 2) four days per week, 3) three days per week. CalEPA shall notify each bicyclist of storage arrangement beginning October 1, 2000. Advance acceptance of the storage assignment may be submitted to appropriate administrative officials. After assignments are final at each bicycle storage area, each employee may then request to be placed on a waiting list for specific bicycle storage areas. Placement on a waiting list shall be based on a first come, first served basis. Upon satisfactory proof of the need for such accommodation, bicycle commuters who require special needs accommodations shall have priority over all others commuting the same number of days per week.

The CalEPA Bicycle Storage Area is not scheduled to be available for parking until December 2000. Employees with permits may either park bicycles in general work areas of a CalEPA sponsored Pilot Project, or use available bicycle storage facilities located at 901 P Street, or any other state building.

3. City Storage Fee Reimbursement – Employees who commute to and from work by bicycle at least three days per week shall be eligible for reimbursement of the fee charged by the City for bicycle parking until the bicycle storage facilities in the new building are available for use, and afterwards, if the facilities in the new building are fully utilized.

#### **E. Clothing Lockers**

Priority assignment shall be given to employees who commute by bicycle or on foot by lottery number and in accordance with the following priority: 1) five days per week, 2) four days per week, 3) three days per week. Employees who commute to and from work by bicycle or on foot who were not assigned a lottery number, shall be assigned available clothing lockers in accordance with the same priority and on a first come, first served basis. Employees requiring a clothes locker to meet special needs accommodations shall be assigned a clothes locker upon satisfactory proof of the need for such accommodation. All other clothing lockers shall be utilized on a first come, first served basis.

#### **F. Safety Committee**

CalEPA agrees to establish a Safety Committee to review and discuss safety issues and concerns applicable to the employees of CalEPA and its Boards, Departments and Offices (BDO) located at the new CalEPA Headquarters building at 1001 I Street in Sacramento. The Committee shall meet quarterly and participants shall include the safety officer from each BDO and one representative from each Bargaining Unit willing to participate. The Committee shall establish Bylaws that may or may not be based on any such existing committees, so long as they are not in conflict with the Memoranda of Understanding for each participating Bargaining Unit.

#### **G. Building Card Key Costs**

Employees are responsible for their building card keys. Except in cases of loss and/or damage due to negligence, building card keys will be replaced at no cost to employees up to two times per year.

## **H. Implementation**

Where necessary, CalEPA shall develop procedures to implement any of the above programs.

**SIDE LETTER**  
**Between**  
**THE STATE OF CALIFORNIA**  
**and**  
**PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT**

AGREEMENT TO INCORPORATE THE REQUIREMENTS OF GOVERNMENT CODE  
SECTION 3558 (AB 119 OF 2017)

The State of California and PECG agree to modify the current existing Collective Bargaining Agreement (CBA) to incorporate the requirements of Government Code Section 3558, as set forth below. In the event the provisions of this Side Letter of Agreement conflict with Section 3.9 of the parties' CBA, this Side Letter shall control.

- A. Within thirty (30) days of hire and every one hundred twenty (120) days thereafter, departments shall provide a bargaining unit list of all employees that includes employees' work, home, and personal cellular telephone numbers; home and personal email address(es) on file with the employer.
- B. In accordance with Government Code Section 6254.3(c), an employee may request that their home address, home telephone number, personal cellular telephone number, and personal email address(es) not be provided to PECG. The State shall not in any manner solicit new or current employees to request non-disclosure of this information. The State shall not provide a form to request non-disclosure of this information unless an employee personally requests it. It shall not be deemed a solicitation should the State receive a written or verbal inquiry on how to request non-disclosure and advises the employee of the option to request a form for non-disclosure.
- C. Employee home address, home telephone number, personal cellular telephone number, and personal email address(es) shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of home address, home telephone number, personal cellular telephone number, and personal email address(es), and shall not disclose or otherwise make them available to any person, entity, or organization external to PECG and its affiliated organizations.
- D. The State shall not provide the home address, personal cellular telephone number and personal email address(es) for employees protected as a victim of domestic violence, sexual assault, or stalking as set forth in Government Code Section 6206.7.
- E. The information under this section shall not be deemed to be public records and shall not be open to public inspection except as set forth in Government Code Section 6254.3.

**SIDE LETTER**  
**Between**  
**THE STATE OF CALIFORNIA**  
**and**  
**PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT**  
(Reached February 24, 2021)

**SIDE LETTER – CARB SOCIAL RELOCATION**

On April 3, 2020, PECG was notified of the California Air Resources Board (CARB) relocation of their Southern Headquarters from El Monte, CA to Riverside, CA. The move qualifies as a “mandatory geographic transfer,” and is tentatively scheduled for Spring of 2021.

The provisions of this Side Letter are non-precedential and shall apply only to those BU 9 CARB employees (“hereinafter, “Impacted Employees”) whose headquarters are in El Monte, CA, and are required to relocate to the new location in Riverside, CA.

**A. Super SROA Status**

Impacted Employees are entitled to Super SROA hiring rights per the BU 9 MOU, section 13.1 (g), and shall receive the benefits of those rights effective March 1, 2021.

CalHR and CARB (“State”) agree that the surplus letters that were sent to Impacted Employees on or about December 1, 2020 will be modified and re-issued to Impacted Employees to clarify that Impacted Employees have Section 13.1 (g) Super SROA hiring rights effective March 1, 2021. Those rights shall continue for 60 calendar days after the official opening of the CARB Riverside Headquarters or April 15, 2021, whichever date is later. CARB agrees to issue the Super SROA letters prior to March 1, 2021.

CARB and CalHR agree to initiate and take all administrative steps necessary to ensure that the Impacted Employees’ Super SROA rights are effective no later than the beginning of business, March 1, 2021.

**B. Relocation Reimbursements Commitments**

Impacted Employees are eligible for reimbursement if they moved their primary Residence for the purpose of working at CARB’s new location in Riverside, and otherwise meet the criteria specified in Section 7.8 of the BU9 MOU.

The State shall reimburse Eligible Impacted Employees for approved items in Accordance with the lodging, meal and incidental rates and time frames found in Section 7.1 (Business and Travel Expenses) of the BU9 MOU.

Impacted Employees are eligible to submit for reimbursement of the above expenses beginning April 1, 2021 and shall endeavor to submit all requests for reimbursement no later than March 31, 2022 (hereinafter the “Reimbursement Period”).

Employees who are reimbursed pursuant to this section and utilize the Super SROA process to leave CARB for employment at another state agency, must work two years or more at CARB to retain such reimbursements. However, if an employee utilizes the Super SROA process to discontinue employment with CARB (with limited exceptions) within two years from April 1, 2021, the employee shall repay CARB based upon the following percentages:

- 100 percent if employed by CARB less than 6 months.
- 75 percent if employed by CARB 6 months but less than 12 months.
- 50 percent if employed by CARB 12 months but less than 18 months.
- 25 percent if employed by CARB 18 months but less than 2 years.

Exceptions: Employees who utilize the Super SROA process to leave CARB for another state agency are not subject to the above repayment schedule if their discontinuance of employment with CARB was the result of death, prolonged illness, disability, retirement due to death, illness or disability, unacceptability of the employee to the Department (ex: Dismissal, Rejection During Probation, etc.), retirement, or similar eventualities beyond the control of the employee as determined by the appointing power. This side letter will be incorporated into the 2020 – 2022 MOU.

**SIDE LETTER**  
**Between**  
**THE STATE OF CALIFORNIA**  
**and**  
**PROFESSIONAL ENGINEERS IN CALIFORNIA GOVERNMENT**  
(Reached June 11, 2021)

**SIDE LETTER – MODIFYING COVID-19 RECESSION SAVINGS MEASURES**

As identified in the State's notice to the Professional Engineers in California Government (PECG) dated May 14, 2021, the May Revision of the 2021- 2022 Budget Act reflects the state's fiscal status has improved due to higher-than-anticipated tax revenue and new federal funding from multiple stimulus bills. Looking to the fiscal year ahead, the state's improved financial condition warranted renewed discussions as provided for in Article 29.1 – Contract Reopener Language of the Bargaining Unit (BU) 9 Memorandum of Understanding (MOU).

This Agreement is a Side Letter of the current MOU effective July 1, 2020 through July 1, 2022, between PECG, BU 9 (BU 9) and the State of California (State).

**I. Elimination of Personal Leave Program (PLP) 2020 Reduction in Pay**

Effective the first day of the pay period following ratification by both parties, the PLP 2020 reductions in pay agreed to in Article 5.22 PLP 2020 shall cease. This means the PLP 2020 monthly reduction in pay equal to 9.23% shall no longer occur and employees shall no longer be credited with PLP 2020 hours on the first day of the pay period. Provisions related to the use and compensability of PLP 2020 leave credits will remain unchanged.

**II. Elimination of Pay Suspensions or Deferrals and Establish General Salary increase**

Due to improvement of the state's fiscal status resulting in revenue becoming sufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the cost of providing the various pay items that had been suspended or reduced as a result of the COVID-19 Recession, the following pay items shall be established:

- Effective the first day of the pay period following ratification by both parties, employees shall receive a 5.58 percent General Salary Increase (GSI). This salary increase includes 0.08 percent to account for the compounding of the following two negotiated increases:
  - The 3 percent GSI identified in Article 3.26 originally negotiated with an effective July 1, 2022 shall be accelerated to be effective the first day of the pay period following ratification of this Side Letter by both parties\*; and
  - A new 2.50 percent GSI to be established the first day of the pay period following ratification.

\*Pursuant to Article 11.6 and 11.7, BU 9 employee retirement contributions rates shall increase an additional 0.5 percent for a period of one year from the effective date of the GSI identified in Article 3.26 after which time it will revert back to the contribution rates in effect prior to that increase.

III. Restoration of Employee Share of Prefunding Post-Retirement Health Benefits (OPEB)

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution of two percent (2%) for prefunding other post-employment benefits, as described in BU 9, Article 28.1, paragraph B, is reinstated and shall be withheld from employees' salaries beginning the first day of the pay period following ratification by both parties. The employer's monthly contribution for prefunding other post-employment benefits shall continue as described in BU 9, Article 28.1, paragraph B.

iV. Federal Funding for Essential Worker Premium Pay

The parties agree that when federal and state guidelines are released regarding essential worker premium pay, the state will meet and confer with Bargaining Unit 9 to determine the impact on BU 9 members.

06/19/2025 TA 9:53PM



## **STATE PROPOSAL ROLLOVER LIST**

### **ARTICLE 3 – SALARIES AND COMPENSATION**

- 3.1 Salary Parity for Unit 9
- 3.3 Professional Qualification Compensation
- 3.9 Shift Differential
- 3.10 Diving Pay
- 3.13 ICBO/HCAI Certificates – Department of General Services
- 3.14 Safety Professional Certificates – Department of Industrial Relations and Department of Water Resources
- 3.15 Climbing Pay
- 3.17 Traffic Engineer Differential
- 3.19 Recruitment and Retention Pay Differential
- 3.20 Range C Special Salary Adjustment Joint Labor Management Committee
- 3.21 Lead Person Differential
- 3.25 Personal Expense Differential
- 3.29 Longevity Pay
- 3.30 Geographic Pay Differential
- 3.32 CPESC/QSD/QSD Certificates

### **ARTICLE 4 – HEALTH AND WELFARE**

- 4.7 FlexElect Program
- 4.12 Rural Health Care Equity Subsidy Program
- 4.14 NDI Family Care Leave

### **ARTICLE 5 – LEAVES**

- 5.3 Catastrophic Leave
- 5.5 Adoption Leave
- 5.15 Professional Leave



5.16 Voluntary Personal Leave Program

5.18 Work and Family Program – Transfer of Leave Credits Between Family Members

5.19 Cash Out of Vacation/Annual Leave

5.22 Personal Leave Program 2020

## **ARTICLE 6 – CLASSIFICATIONS**

6.1 Out-of-Classification Assignments

6.2 Classification Changes

6.3 Classifications – Architect

## **ARTICLE 7 – ALLOWANCES AND REIMBURSEMENTS**

7.2 Commute Program

7.3 Safety Footwear

7.5 Uniform Replacement Allowance – Department of Parks and Recreation (DRP) and Department of Forestry and Fire Protection (CDF)

7.6 Overtime Meals

7.9 Bicycle Commuter Program

## **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

8.5 Telecommuting

8.6 Alternate Work Schedules

## **ARTICLE 9 – HOLIDAYS**

9.1 Holidays

## **ARTICLE 10 – INSURANCE**

10.1 Life Insurance

10.2 Accidental Death/Dismemberment Benefits

## **ARTICLE 11 – RETIREMENT**

11.1 First Tier Eligibility for Employees in Second Tier

11.2 401(k) Defined Contribution Plan

- 11.3 457(b) Defined Contribution Plan
- 11.4 Lump Sum Leave Cash Out Upon Separation
- 11.5 Determination of Safety Retirement Eligibility
- 11.6 State Safety A Retirement Formulas and Employee Contributions
- 11.7 State Miscellaneous/Industrial Formulas and Employee Contributions
- 11.8 Second-Tier Retirement Plan

#### **ARTICLE 18 – REPRESENTATION**

- 18.3 Information
- 18.7 Employee Orientation
- 18.8 State Phones

#### **ARTICLE 19 – ENTIRE AGREEMENT AND SUSPERSESSION**

- 19.1 Entire Agreement
- 19.2 Suspersession

#### **ARTICLE 21 – NO-STRIKE CLAUSE**

- 21.1 No-Strike Clause

#### **ARTICLE 23 – HOUSING RENTAL AND UTILITY RATES**

- 23.1 State-Owned Housing Rental and Utility Rates

SIDE LETTER – Access to New Employee Orientation Session

SIDE LETTER – Range C Special Salary Adjustments