

ARTICLE 2 - SALARIES

2.1 Salaries

A. CAPS eligible employees shall receive a General Salary Increase (GSI) of 3% effective July 1, 2015.

1. Eligible employees mean an employee of a recognized collective bargaining unit that has a ratified collective bargaining agreement containing these provisions.

B. Upon ratification of this contract, as described in Article 20.2(C), eligible CAPS employees shall receive a one-time ratification bonus of \$1,000.

2.2 Merit Salary Adjustments

Employees shall receive annual merit salary adjustments in accordance with Government Code Section 19832 and applicable California Department of Human Resources rules.

2.3 Night Shift Differential

Unit 10 employees who regularly work shifts shall receive a night shift differential as set forth below:

A. Employees shall qualify for the first night shift pay differential of 40 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.

B. Employees shall qualify for the second night shift pay differential of 50 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.

C. A "regularly scheduled work shift" is regularly assigned work hours established by the department director or designee.

2.4 Bilingual Differential Pay

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

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent

(10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the California 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 \$100.00 per monthly pay period, including holidays.

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

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

4. An employee paid by the hour, meeting the bilingual differential pay criteria, would receive a differential of 58 cents per hour.

5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of \$4.61 per day.

C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing

basis and are approved by the California 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 California Department of Human Resources may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, annual leave, holidays, etc.).

F. Employees will be eligible to receive the bilingual differential payments on the date the California 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 salary payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.

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

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.

2.5 Timely Payment of Wages

A. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and State Controller's Office policies.

B. 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 Item (1) above (e.g., AWOL, late dock), a salary advance of no less than 50 percent of the employee's actual net pay will normally be issued within five (5) work days after payday. No more than two (2) 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 Items (1), (2), and (3) are not applicable in remote areas where difficulties in the payroll process would not allow these time lines to be met. In these areas the State agrees to attempt to expeditiously correct payroll errors and issue salary advances.

C. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.

D. 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.

E. 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 in which the overtime is submitted if the overtime check is not available at that time.

2.6 Staff Specialist Compensation

A. Department of Food and Agriculture

1. Upon approval of the Director of the Department of Food and Agriculture or his designee, Unit 10 employees may be temporarily designated as primary State titled scientists in a specific scientific discipline or area of specialization.

2. An employee who is designated by the Director of the Department of Food and Agriculture as a primary State titled scientist shall receive a one step salary increase for the duration of the assigned designation as compensation for the increased duties and responsibilities and for maintaining the highest level of technical expertise within his/her specific discipline.

3. There shall be a limit of three (3) State titled scientists in the department at any one time. The scientific disciplines include, but are not limited to, Biology, Entomology, Plant Nematology, and Plant Pathology.

4. Each designation is temporary and is subject to reevaluation by the department at least once a year and may be terminated at any time by the Director or designee. The Staff Specialist designation shall not be utilized in lieu of a promotion. Selection of the titled scientist and the selection of the science are not subject to the grievance and arbitration provision in Article 9.

B. Department of Pesticide Regulation

1. Upon approval of the Director of the Department of Pesticide Regulation or his designee, a Unit 10 employee may be temporarily designated as the primary State titled scientist in the discipline of Toxicology.

2. The employee so designated by the Director of the Department of Pesticide Regulation shall receive a one step salary increase for the duration of the assigned designation as compensation for maintaining the highest level of technical expertise within the scientific discipline of Toxicology.

3. The designation is temporary and is subject to reevaluation by the department at least once a year and may be terminated at any time by the Director or designee. The Staff Specialist designation shall not be utilized in lieu of a promotion. Selection of the titled scientist is not subject to the grievance and arbitration provision in Article 9.

2.7 Diving/Climbing Pay

A. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of \$12.00 per diving hour. Upon departmental approval, new classes may be added to the eligible list and employees meeting these diving pay criteria will be so compensated.

B. Effective upon agreement, Department of Industrial Relations

(DIR) employees who are required to climb a tower crane, or any other structure in which the employee is required to use climbing equipment, to a height of thirty (30) feet or more for the purpose of conducting an inspection or investigation shall receive an hourly differential of ten dollars (\$10) per actual climbing hour. Said employee may be required to successfully complete training prescribed by the Division of Occupational Safety and Health as a condition of employment in positions necessitating climbing.

C. Employees who "climb" pursuant to above will receive a minimum of one hour of climbing pay during the first hour of climbing each day. Additional times spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.

2.8 Overpayments/Payroll Errors

Overpayments shall be administered according to Government Code Section 19838.

2.9 Alternate Range 40

A. Effective the first pay period following ratification of this Agreement by the Legislature and CAPS, an employee who meets the below criteria shall be compensated with Alternate Range 40 pay (AR 40).

Alternate Range 40 Criteria:

Range B. This range shall apply to incumbents in positions approved by the California Department of Human Resources staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who substantially replace civil service employees for a total of at least 173 allocated hours of inmates', wards', or resident workers' time per pay period.

B. Any Unit 10 classifications may be considered for AR 40 compensation.

2.10 Recruitment and Retention Differentials

A. Avenal, Ironwood, Calipatria, Centinela and Chuckawalla Valley Prisons

1. Employees who are employed at Avenal, Ironwood,

Calipatria, Centinela or Chuckawalla Valley State Prisons, Department of Corrections for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.

2. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Centinela or Chuckawalla Valley State Prisons, there will be no pro rata payment for those months at any facility.

3. If an employee is mandatorily transferred by the Department, he/she shall be eligible for a pro rata share for those months served.

4. If an employee promotes to a different facility, or department other than at Avenal, Ironwood, Calipatria, Centinela or Chuckawalla Valley State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata to 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.

5. 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.

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

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

8. 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 parental leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,400.

B. Recruitment and Retention Differentials

1. Upon approval by the California Department of Human Resources, a department may provide a monthly recruitment and retention differential to employees.

2. This differential may be authorized for specific classifications

in specific geographic locations or facilities.

3. A department will provide CAPS with notice when a request to provide a monthly recruitment and retention differential is made to the California Department of Human Resources.

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

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

2.11 Out-of-State Pay Differential

Employees in the following classes that are headquartered out-of-state, will receive a pay differential of \$346.00 per month:

Schematic Code Class Title

AC05 Pest Prevention Assistant I

AC10 Pest Prevention Assistant II

AC15 Pest Prevention Assistant III

2.12 Tax Deferral of Lump Sum Leave Cash Out Upon Separation

A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing IRC 457 and/or IRC 401(K) plan offered through the State's Savings Plus Program (SPP).

B. If an employee does not have an existing IRC 457 and/or IRC 401(K) plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than 60 days prior to his/her date of separation.

C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.

D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "over-defers" exceeding the limitation on annual deferrals).

E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the

SPP's governing Plan document (which may at the State's discretion be amended from time to time), and applicable federal and state laws, rules and regulations.

F. Disputes arising under this section of the MOU shall not be subject to the grievance and arbitration provision of this agreement.

2.13 Emergency Pay (Veterinarians)

Subject to a certification of available funds and approval by the California Department of Human Resources, Veterinarians may be eligible for a 5% or 10% (of base salary) pay differential in accordance with the following conditions:

A. Code II declaration: Incumbents who are assigned expanded management, supervisory or lead responsibility in a small, critical emergency project where immediate control and eradication of animal pests are required to avoid an agricultural disaster in California resulting in significant loss shall receive a pay differential of five (5) percent of base salary. A Code II declaration will be issued under the authority of the Agency Secretary of CDFA when the infestation requires resources outside of CDFA.

B. Code III declaration: Incumbents who are assigned expanded management, supervisory or lead responsibility in a large, critical emergency project where immediate control and eradication of animal pests are required to avoid an agricultural disaster in California resulting in significant loss shall receive a pay differential of ten (10) percent of base salary. A Code III declaration may only be issued by the Governor's Office.

2.14 Operational Ability Incentive Program - DWR

A. The Department of Water Resources has established a compensated time off (CTO) bonus as an incentive for Unit 10 permanent full-time employees to improve the operational availability of generating and pumping plants in the State Water Project.

1. On January 1 of each year DWR will establish the operational availability goals (Benchmarks) for each field division to be achieved by December 15 of that year. Operational Availability goals for enumerated Bargaining Unit 10 classifications within each Operations and Maintenance Field Division will be based on the operational availability of that field division and eligible employees assigned to the Operations

and Maintenance Headquarters shall be based on the goals achieved in the five (5) field divisions.

2. In the event of a major forced outage lasting more than two (2) weeks and involving half of a plant or more, DWR will notice the Union of the possible adjustment to the operational availability goals.

B. Employee Eligibility

1. Must be an employee in a Bargaining Unit 10 classification utilized by the Division of Operations and Maintenance;

2. And, the Operations and Maintenance Availability Organizational Unit to which the employee is assigned meets its Operational Availability goal by December 15 of each year;

3. And, the employee has been assigned to that organizational unit in an eligible classification during the calendar year performing onsite work that contributes to the operational availability which qualifies to receive the CTO bonus;

4. And, the employee is assigned to Division of Operations and Maintenance either in a field division or headquarters position on December 15;

5. And, the employee has worked in such assignment at least one 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. Division of Operations and Maintenance headquarters eligible employees may receive up to eighty hours (80) of CTO bonus per calendar year based on the increases achieved in the five (5) field divisions.

4. All eligible employees who are employed in the Division of Operations and Maintenance field division or headquarters position on December 15 shall receive the Operational Availability Incentive bonus for that field division or headquarters location.

5. Eligible employees shall not receive more than eighty (80) hours of Operational Availability Incentive bonus per calendar year.

D. DWR will make every effort to allow usage of the CTO bonus hours received by the employees. CTO may be taken only with supervisory approval. Accrual of CTO shall not exceed two hundred and forty (240) hours at any time.

E. At the employer's option, for all Bargaining Unit 10, Division of Operations and Maintenance employees who have Operational Availability Incentive bonus CTO hours in excess of 40 hours on the books may be cashed out on June 30 of every fiscal year.

F. This article is not subject to Article 9 - Grievance and Arbitration.

2.15 Salary and Alternate Range Disclosure

State departments shall be required to disclose the salary range and Alternate Range criteria when offering a position to a prospective employee.

2.16 Range Change Deferral

A. If eligible, employees shall receive upon movement to an alternate range 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 Salary Rule 599.681.

B. Employees, at their discretion, who are eligible for a range change may defer their range change up to three (3) qualifying pay periods in order to coincide the range with the effective date of the MSA.