

**International Union of Operating Engineers  
Local 3, 39, and 501  
Tentative Agreement Summary for Unit 12  
June 7, 2021**

**DURATION:**

**July 1, 2021 – June 30, 2023**

**ARTICLE 2.2 Salaries**

- A. Effective the first day of the pay period following ratification by both parties, all Bargaining Unit employees shall receive a 5.06 percent General Salary Increase (GSI). This salary increase includes 0.06 percent to account for the compounding of the following two negotiated increases:
- 2.5 percent GSI, and
  - 2.5 percent GSI
- B. Effective July 1, 2022, all Bargaining Unit 12 employees shall receive a General Salary Increase of 2.25%

**SPECIAL SALARY ADJUSTMENTS:**

**Vessel Series**

- A. In addition to the General Salary Increase, effective the first day of the pay period following ratification, the salary ranges of IUOE represented employees within the following classifications shall receive a special salary adjustment of five percent (5%).

<b>Schematic Code</b>	<b>Class Code</b>	<b>Classification</b>
QU80	6983	Chief Engineer Fisheries Vessel
QU90	6986	Mate, Fish and Game Vessel
QV20	6989	Motor Vessel Engineer

- B. In addition to the General Salary Increase, effective July 1, 2022, employees within classifications identified above shall receive a special salary adjustment of five percent (5%).

**Heavy Equipment**

In addition to the General Salary Increase provided, effective the first day of the pay period following ratification, employees within the following classifications shall receive a special salary adjustment of five percent (5%).

<b>Schematic Code</b>	<b>Class Code</b>	<b>Classification</b>
PJ20	6389	State Park Equipment Operator
PI70	6591	Military Department Heavy Equipment Operator
PE62	6890	Caltrans Equipment Operator I
PE60	6286	Caltrans Equipment Operator II
PE50	6285	Caltrans Highway Maintenance Leadworker
PF30	6296	Caltrans Landscape Maintenance Leadworker

**Electrician Series**

In addition to the General Salary Increase, effective the first day of the pay period following ratification, the salary ranges of IUOE represented employees within the following classifications shall receive a special salary adjustment of five percent (5%).

<b>Schematic Code</b>	<b>Class Code</b>	<b>Classification</b>
PS30	6532	Electrician II
PS40	6533	Electrician I
PS15	6534	Electrician III (CF)
PS35	6538	Electrician II (CF)
PS70	6540	Museum Electrician

Schematic Code	Class Code	Classification
QO39	6719	CalTrans Electronics Specialist
QO29	6924	CalTrans Electrician II
QO32	6938	CalTrans Electrician I
QO35	6939	Caltrans Electrical Technician

**Senior Telecommunications Technician, Telecommunications Technician, and Telecommunications Technician Trainee Series**

- A. In addition to the General Salary Increase, effective the first day of the pay period following ratification, the salary ranges of IUOE represented employees within the following classifications shall receive a special salary adjustment of five percent (5%).

Schematic Code	Class Code	Classification
QO80	6910	Senior Telecommunications Technician
QO90	6911	Telecommunications Technician
QO95	6912	Telecommunications Technician Trainee

- B. In addition to the General Salary Increase, effective July 1, 2022, employees within classifications identified above shall receive a special salary adjustment of five percent (5%).

**Tree Maintenance**

- A. In addition to the General Salary Increase, effective the first day of the pay period following ratification, employees within the following classifications shall receive a special salary adjustment of five percent (5%).

Schematic Code	Class Code	Classification
BM30	0748	Tree Maintenance Worker
BM20	0745	Tree Maintenance Leadworker
BM31	9381	Tree Maintenance Worker, Caltrans
BM21	9382	Tree Maintenance Leadworker, Caltrans

- B. In addition to the General Salary Increase, effective July 1, 2022, employees within classifications identified above shall receive a special salary adjustment of five percent (5%).

**Commercial Vehicle Inspection Specialist**

In addition to the General Salary, effective the first day of the pay period following ratification, employees within the following classification shall receive a special salary adjustment of five percent (5%).

Schematic Code	Class Code	Classification
QK46	6854	Commercial Vehicle Inspection Specialist

**Electronic Tech**

- A. In addition to the General Salary Increase, effective the first day of the pay period following ratification, employees within the following classification shall receive a special salary adjustment of four percent (4%).

Schematic Code	Class Code	Classification
QP10	6913	Electronics Technician
QP15	6916	Electronics Technician -Correctional Facility-

- B. In addition to the General Salary Increase, effective July 1, 2022, employees within classifications identified above shall receive a special salary adjustment of four percent (4%).

**Ferry Boat Series**

- A. In addition to the General Salary Increase, effective the first day of the pay period following ratification, employees within the following classification shall receive a special salary adjustment of five percent (5%).

<b>Schematic Code</b>	<b>Class Code</b>	<b>Classification</b>
PI30	6360	Ferryboat Master
PI40	6361	Ferryboat Mate
QT90	6968	Deckhand -Ferryboat-

- B. In addition to the General Salary Increase, effective July 1, 2022, employees within classifications identified above shall receive a special salary adjustment of five percent (5%).

### **Heavy Truck Driver**

- A. In addition to the General Salary Increase, effective the first day of the pay period following ratification, employees within the following classification shall receive a special salary adjustment of five percent (5%).

<b>Schematic Code</b>	<b>Class Code</b>	<b>Classification</b>
PI80	6378	Heavy Truck Driver
PI85	6379	Heavy Truck Driver -Correctional Facility-

### **CalTrans Highway/Landscape Maintenance**

- A. In addition to the General Salary Increase, effective the first day of the pay period following ratification, employees within the following classification shall receive a special salary adjustment of five percent (5%).

<b>Schematic Code</b>	<b>Class Code</b>	<b>Classification</b>
PE70	6287	Caltrans Highway Maintenance Worker
PF40	6297	Caltrans Landscape Maintenance Worker

### **Locksmith I**

- A. In addition to the General Salary Increase, effective the first day of the pay period following ratification, employees within the following classification shall receive a special salary adjustment of five percent (5%).

<b>Schematic Code</b>	<b>Class Code</b>	<b>Classification</b>
QA40	6642	Locksmith I
QA45	6643	Locksmith I (Correctional Facility)

### **Maintenance Mechanic**

- A. In addition to the General Salary Increase, effective the first day of the pay period following ratification, employees within the following classification shall receive a special salary adjustment of five percent (5%).

<b>Schematic Code</b>	<b>Class Code</b>	<b>Classification</b>
QA10	6940	Maintenance Mechanic
QA15	6941	Maintenance Mechanic -Correctional Facility-

### **Pest Control Tech**

In addition to the General Salary Increase, effective the first day of the pay period following ratification, employees within the following classification shall receive a special salary adjustment of four percent (4%).

<b>Schematic Code</b>	<b>Class Code</b>	<b>Classification</b>
SX95	0569	Pest Control Technician
SX97	7199	Pest Control Technician (Correctional Facility)
BL50	0725	Lead Groundskeeper
BL65	0743	Groundskeeper -Correctional Facility-
PA70	6212	Skilled Laborer
BL45	0718	Lead Groundskeeper I (Correctional Facility)
BL40	0719	Supervising Groundskeeper I
BL55	0720	Lead Groundskeeper -Correctional Facility-

## Steel Painters

- A. In addition to the General Salary Increase provided above, effective the first day of the pay period following ratification, employees within the following classification shall receive a special salary adjustment of four percent (4%).

Schematic Code	Class Code	Classification
PQ40	6517	Structural Steel Painter
PQ20	6514	Lead Structural Steel Painter

- B. In addition to the General Salary Increase, effective July 1, 2022, employees within classifications identified above, shall receive a special salary adjustment of four percent (4%).

## Drillers

- A. In addition to the General Salary Increase provided, effective the first day of the pay period following ratification, employees within the following classification shall receive a special salary adjustment of seven percent (7%).

Schematic Code	Class Code	Classification
PI10	6356	Foundation Driller
PH90	6355	Foundation Driller Leadworker
PH80	6353	Senior Foundation Driller

- B. In addition to the General Salary Increase provided, effective July 1, 2022, employees within classifications identified above, shall receive a special salary adjustment of seven percent (7%).

## ARTICLE 2.8 Night Shift Differential

Effective July 1, 2021, Bargaining Unit 12 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 ~~forty (40) cents~~ **one dollar (\$1.00)** per hour where four (4) or more hours of the regularly scheduled work shift falls between 6 p.m. and 12 midnight.
- B. Employees shall qualify for the second night shift pay differential of ~~fifty (50) cents~~ **two dollars (\$2.00)** per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.
- ~~C. Employees who regularly work the day shift and work overtime on a different shift will receive night shift differential consistent with the criteria as outlined above in A and B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.~~
- D. Employees whose shift is changed to the night shift in accordance with Article 7.4 (Change of Shift, Work Hours, Work Week) will receive night shift differential consistent with the criteria as outlined above in A and B.

## ARTICLE 2.9 Special Duty Pay

- A. Incumbents in Unit 12 classifications currently eligible to receive Diving Pay shall continue to receive such a differential at the rate of ten dollars (\$10.00) per diving hour.
- B. CalTrans employees assigned to avalanche control duties shall receive Avalanche Control Pay at the rate of ~~six dollars (\$6.00)~~ **ten (\$10.00)** per hour for the hours during which they actually operate artillery or avalanchers, including while in training in those areas, for the purpose of causing controlled snow slides.
- C. CalTrans Employees assigned to perform duties of rock scaling, climbing, transporting of explosives, or suspended work and these duties are not included in their classification specifications may receive special duty pay at the rate of ~~six dollars (\$6.00)~~ **ten (\$10.00)** per hour for the hours during which they actually perform these duties. This provision also includes employees who are assigned to hold backup safety lines for climbers.

- D. CalOES full-time employees who have successfully completed and been certified in the requisite training as defined by California Governor's Office of Emergency Service, Public Safety Communications Office in order to perform public safety radio communication duties during emergency outages in snowy conditions while deployed in a snow caterpillar crew or any other emergency situation that requires such an employee to operate a snow caterpillar during inclement weather shall receive Snow-Caterpillar Crew Pay at the rate of ten dollars (\$10.00) per hour.

#### **ARTICLE 2.13 Recruitment and Retention, Department of Corrections and Rehabilitation**

- A. Unit 12 employees who are employed at either Avenal, Chuckwalla, Ironwood, Centinela, Calapatria, **Pelican Bay, High Desert, RJ Donovan, Sierra Conservation or California Correctional Center**, Department of Corrections and Rehabilitation, for twelve (12) consecutive qualifying pay periods after January 1, 1989 shall be eligible for a recruitment and retention bonus of two thousand ~~four~~ **six** hundred (\$~~2,400~~ **600**), payable thirty (30) calendar days following the completion of every twelve (12) consecutive qualifying months. It is understood by the Union that the decision to implement or not to implement these annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments, and the amount of such payments or differentials, rests solely with the State and the decision is not grievable or arbitrable.
- B. Once an employee has begun a twelve (12) month period under the bonus, his/her participation in the program shall continue until the end of their twelve (12) month period.
- C. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive months at the named prisons, there will be no pro rata payment for those months at either facility.
- D. If an employee is mandatorily transferred by the department, he/she will be eligible for a pro rata share for those months served.
- E. If an employee promotes to a different facility or department other than Avenal, Chuckwalla, Ironwood, Centinela, Calipatria, **Pelican Bay, High Desert, RJ Donovan, Sierra Conservation or California Correctional Center** State Prisons prior to completion of the twelve (12) consecutive qualifying months, there shall be no pro rata of this recruitment and retention bonus.
- F. No bonus shall be paid, including pro rata shares prior to February 1, 1990.
- G. Part-time and intermittent employees shall receive a pro rata share not to exceed two-thousand ~~four~~ **six** hundred dollars (\$~~2,400~~**600**) of the annual recruitment and retention differential based on the total number of hours worked excluding overtime worked during the twelve (12) consecutive qualifying months. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on the total number of hours worked within the monthly pay period.
- H. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

#### **ARTICLE 2.42 Recruitment and Retention Differential - Greater Bay Area (NEW)**

- A. Effective July 1, 2021, Unit 12 employees who are designated a headquarters and work in the greater Bay Area shall be eligible for a recruitment and retention differential of five (5%) of their base pay for each qualifying pay period as defined in CalHR Rule. The Greater Bay Area includes the following counties: Alameda, Contra Costa, Marin, Monterey, Napa, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma.
- B. Part-time and intermittent employees shall receive this differential on a pro rata basis.
- C. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- D. It is understood by the Union that the decision to implement or not implement recruitment and retention payments or to withdraw authorization for payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

**ARTICLE 2.62 CVIS Passenger Vehicle Inspection (PVI) – Differential (CHP) (NEW)**

- A. Commercial Vehicle Inspection Specialist (CVIS) employees who pass the PVI exam conducted by the California Highway Patrol and maintain certification established by the California Highway Patrol, shall receive a flat \$200 differential each month.
- B. CVIS Passenger Vehicle Inspection differential payments shall not be considered as compensation for purposes of retirement contributions.
- C. This provision shall only be grieved up to Step II and shall not be subject to arbitration.

**ARTICLE 2.73 C-57 Well Drilling License Differential – Department of Transportation (NEW)**

- A. Department of Transportation employees in the Senior Foundation Driller and the Foundation Driller Leadworker classifications, who possess the C-57 Well Drilling license, are assigned and perform the associated duties, shall receive a five percent (5%) of their monthly base pay differential each month.
- B. Employees in the Foundation Driller classification may obtain a C-57 Well Drilling license for purposes of upward mobility but will not perform the duties or be eligible for the differential identified in A above.
- C. The determination as to the positions requiring a C-57 Well Drilling license described in A above will be made by the Department and is not grievable or arbitrable.
- D. An employee as identified in A above who successfully obtains a C-57 Well Drilling license will be reimbursed for costs associated with the license application, initial license filing, examination fee, bond fee, and license renewal fee for obtaining and maintaining the C-57 license.
- E. Employees specified in A above shall be given a reasonable amount of time off without loss of compensation to take the licensure examination, provided the examination is scheduled during the employee's regularly scheduled work hours and the examination does not interfere with the operational needs of the Department.
- F. An employee whose C-57 Well Drilling license is revoked, is not renewed for any reason, and/or who is not performing the C-57 license duties satisfactorily, will no longer be eligible for the differential.
- G. The C-57 Well Drilling license differential shall not be considered as compensation for purposes of retirement contributions.

**ARTICLE 2.74 Recruitment and Retention Differential – Cal OES Telecommunications Technician Trainee/Technician/Sr. Technician (NEW)**

- A. Effective July 1, 2021, Cal OES Telecommunications Technician Trainees, Telecommunications Technicians and Senior Telecommunications Technicians who are designated a headquarters and work in the following counties shall be eligible for a recruitment and retention differential of five percent (5%) per pay period for each qualifying pay period as defined in CalHR Rule: Los Angeles, Orange, San Benito, San Diego, San Luis Obispo, Santa Barbara and Ventura.
- B. Part-time and intermittent employees shall receive this differential on a pro rata basis.
- C. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

**ARTICLE 3.1 Health, Vision, and Dental**

The employer health benefits contribution for each employee shall be a flat dollar amount equal to 80% of the weighted average of the Basic health benefit plan premiums for a State civil service employee enrolled during the benefit plans that had the largest State active enrollment. The flat dollar amount shall be increased or decreased as appropriate pursuant to the formulas above on January 1, 2022 and January 1, 2023.

#### ARTICLE 4.3 Footwear

- A. Effective July 1, 2021, footwear reimbursement shall be ~~\$82.00 per year or \$164.00 every two years~~ **\$100.00 every year or \$200.00 every two years.**
- B. The Department of General Services and The California Department of Education – Nutritional Services Division have been added to the list of departments which provide eligible, unit 12 employees a footwear reimbursement. The total list of eligible departments are CalTrans, DWR, CHP, CDCR, and **DGS, CDE- Nutrition Services Division.**

#### ARTICLE 7.7 Overtime Distribution

Within 90 days of ratification the Overtime Distribution form (Addendum 6) shall be implemented for use by all departments.

#### ARTICLE 8.6 Shift Premium (Replaces Section 2.8) (DWR only)

- A. Employees in classifications covered by the DWR Rotating Shift Operations Policy who regularly work rotating shifts shall be paid a shift differential when the shifts are scheduled during the qualifying hours listed below and the employee works the scheduled shift.
  1. Rotating shift employees covered by this section shall be entitled to the Rotating Shift Premium **of eighty cents (\$1.00) one dollar (\$1.00)** per hour in addition to their regular rate of pay when working a scheduled day, evening or night shift.
  2. Employees shall be entitled to an evening shift differential **of forty cents (\$1.00) one dollar (\$1.00)** per hour when four (4) or more hours of the regularly scheduled shift fall between 6:00 p.m. and midnight.
  3. Employees shall be entitled to a night shift differential **of fifty cents (\$2.00) two dollar (\$2.00)** per hour when four (4) or more hours of the regularly scheduled shift fall between midnight and 6:00 a.m. Shift premiums/differentials shall be payable only for hours actually worked and shall not be payable for non-work time such as vacation, sick leave, or other approved absences.
- B. However, for administrative ease, the parties agree that the above premiums shall be paid at a combined rate of ~~one dollar ten cents (\$1.10)~~ **one dollar ninety cents (\$1.90)** per hour.

The hourly combined premium rate shall be paid for all hours actually worked, but not for non-work time such as vacation, sick leave, or other approved leave.

#### ARTICLE 10.21 Personal Leave Program 2020 (PLP 2020)

The PLP 2020 shall end June 30, 2021. Effective this date unit 12 employees will no longer be subject to the 9.23% salary reduction. Employees will no longer receive 16 hours of PLP each month. Employees shall resume the employee contribution to OPEB/CERBT.

Unit 12 employees' leave balance caps of 640 hours shall be temporarily increase by the equivalent number of PLP 2020 hours employees were subject to through June 30, 2021. The increase to the leave balance caps shall remain in effect until June 30, 2023.

#### ARTICLE 11.14 Prefunding of Post-Retirement Health Benefits (OPEB/CERBT)

Currently unit 12 employees are scheduled to contribute a flat rate of 4.6% of gross wages to OPEB/CERBT which is matched by the employer, State of California. The combination of the employee and employer contribution is known as the "normal cost" of the Post-Retirement Health Benefit. Effective the first day of the pay period following ratification the OPEB/CERBT employee/employer contribution formula will be changed in the following manner:

The 4.6% contribution rate will be subject to change annually dependent upon actuarially determined total normal costs. If it is determined that a decrease or increase is warranted, the change shall not exceed 0.5% annually. The warranted change would occur at the beginning of the affected fiscal year. If the actuarial review determines a decrease or increase of less than 0.5% then no change will take place.

Upon ratification of this agreement and adoption of the new OPEB calculations, the OPEB rate for fiscal year 2021-2022 shall decrease a 0.5% and the new rate shall be 4.1%.

#### **ARTICLE 12.6 Tool Allowance**

The classification of **Lead Heavy Equipment Body Worker/Painter** shall be added to the Tool Allowance and receive an allowance of \$325 annually.

#### **ARTICLE 12.10 Transportation Incentives**

##### Mass Transit

Effective the first pay period following ratification, eligible employees who purchase public transit passes shall receive a 75% discount if purchased through a State agency or 75% reimbursement if purchased elsewhere. The discount, nor the reimbursement shall exceed \$100 per month. This benefit has been **increased from \$65 per month to \$100 per month.**

##### Vanpool

Effective the first pay period following ratification, Unit 12 employees riding in vanpools shall be eligible to receive a 75% reimbursement of the monthly vanpool fees not to exceed \$100 per month. This benefit has been **increased from \$65 to \$100 per month.** The State shall provide \$135 per month to a unit 12 employee who is the primary driver of the vanpool and meets the eligibility criteria. This benefit has been **increased from \$100 to \$135 per month.**

##### Mass Transit and Vanpool

Effective the first pay period following ratification, eligible employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five (70% of the cost up to a maximum of **one-hundred sixty-five dollars (\$165)** per month or in the case of the primary van pool driver, the **one-hundred thirty-five dollars (\$135)** per month rate.

#### **ARTICLE 16 Workforce Development – Trades (New)**

The State is committed to partnering with IUOE in exploring recruitment, training and educational opportunities within the Trades classifications with a focus on increasing diversity and retaining skilled labor essential for continuing to innovate and adapt to meet the needs of the 21<sup>st</sup> century.

#### **16.7 Personnel and Evaluation Materials**

There will only be one official personnel file and normally one supervisory working file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.
- B. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, where possible, shall provide the affected employee an opportunity to review the material, and sign and date it. A copy of evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee and/or his/her authorized representative may review his/her official personnel file and/or supervisory working file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee.



- E. The employee with or without the assistance of their authorized representative, shall have a right to insert in his/her 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.
- F. Any performance evaluation conducted of an employee who is a participant in IUOE/State collective bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such collective bargaining.
- G. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department. ~~except that at the request of the employee, materials of a negative nature shall be purged from any and all files after one year.~~
  - *The change in this Article section was made in accordance with a Superior court ruling (Super. Ct. No. BCV-17-102795). Please note, employees shall have the right to request their OPF to be purged after 3 years.*

~~This provision, however, does not apply to formal adverse actions as defined in applicable Government Code sections or to material of a negative nature for which actions have occurred during the intervening one year period. Except that, by mutual agreement between a department head or designee and an employee, adverse action material may be removed.~~

#### **ARTICLE 17.9 CHP Addendum 1 Reopener – (NEW)**

Within 60 days of ratification, the department of CHP and IUOE shall meet to discuss the revision of Addendum 1.

#### **ARTICLE 19.1 Seasonal Employees**

##### Uniform Allowance

Employees in the classes of Maintenance Aide and Senior Maintenance Aide shall receive a uniform replacement allowance of \$45 per 160 hours of paid employment to be paid upon termination. **This benefit has been increased from \$20 per 160 hours to \$45 hours per 160 hours. Seasonal employees shall be offered a onetime per year Uniform Allowance advance not to exceed \$135.**

#### **ARTICLE 24 Federal Funding for Essential Worker Premium Pay (New)**

- A. It is understood by the parties that the federal stimulus enacted in March 2021, known as the American Rescue Plan Act, includes money to be provided to states for the purposes of distributing essential worker premium pay to some or all essential workers in both the private and public sector. It is further understood by the parties that federal and state guidelines will dictate the manner in which premium pay will be distributed and that income levels may be a consideration in the distribution.
- B. 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 12 to determine the impact on Unit 12 members.