

# We've reached a Tentative Agreement!

## Thursday August 29th, 2019

We are building a California for All in which our members earn livable wages; have access to quality, affordable healthcare; are recognized for our skills and responsibilities; and show up to workplaces that respect us and our families.

At 25 Town Halls up and down the state, in thousands of bargaining surveys, and through actions in hundreds of worksites over the last nine weeks, our members made the demand clear — the rising unaffordability of California is hitting us hard and the state must do better.

As a result, our bargaining team set out to find innovative ways to get more money into our members' pockets. Our team brought home a contract that addresses the core values of building a California for All — and creates pathways for continued growth and inequality reduction that our members keenly feel within state service.

Please read the highlights of the hard-fought provisions that we won through this Tentative Agreement.

In the coming weeks, members will have the opportunity to ratify the tentative agreement.

### **Access to quality, affordable healthcare**

**Healthcare Differential** – For the first time in nearly three decades our members will feel relief in their contributions to health care premium costs.

Our team won \$260/month for every member who has a CalPERS plan — the equivalent of an average individual's contribution to our healthcare premium cost and a huge bump in pay starting July 2020.

### **Increase in livable wages**

**\$15/hour Minimum Wage** – Every single SEIU Local 1000 represented employee will make at least \$15/hour through a minimum wage acceleration plan.

**General Salary Increase** – General salary increase for all SEIU Local 1000 members that includes:

- Effective July 1, 2020, all SEIU Local 1000 represented classifications will be increased by 2.5% to base pay
- Effective July 1, 2021, all SEIU Local 1000 represented classifications will be increased by 2% to base pay
- Effective July 1, 2022, all SEIU Local 1000 represented classifications will be increased by 2.5% to base pay

**Geographic Differential** – For the first time in history, we were able to push the state to agree to the concept of Geographic Pay and secure that language in our contract. Up until this point, the state had been completely closed to the concept and had refused to move forward.

As a result of our Joint Task Force on Geographic Pay, as well as your actions and hard work – we have secured a foundation and a pathway forward to continue to expand access to geographic compensation. The state agreed to provide a Geographic Differential to members working in

counties with high-vacancy rates combined with a high cost-of-living and a large density of low-wage workers.

A Geographic Differential of \$250/month will be paid to members whose worksites are in four counties (Orange, Santa Barbara, San Luis Obispo, and Santa Cruz) that meet the criteria of high-vacancy rates, high cost-of-living, and a large density of low-wage workers.

**Commute Program** – We won an increase to the Commute Program from \$65/month to \$100/month for all eligible employees; including an increase to \$135/month for drivers of the van pool, and the incorporation of bicycle program with a \$20/month stipend.

### **Recognition of our skills and opportunities for growth**

**Special Salary Adjustments and Classification Differentials** – Thousands of our members will receive Special Salary Adjustments and Classification Differentials in recognition for their skills and the role they play in achieving the state's mission. The specific classifications will be included with the full Tentative Agreement in the coming days.

**Call Center Differential** – We created new language that expands the potential number of members who are eligible for a Call Center Differential. We have defined what it means to be in a Call Center and created a dispute resolution process so that members working in a Call Center have a mechanism to determine eligibility and receive compensation for that work.

**Future of Work and Civil Service** – We created a joint Taskforce on the Future of Work and Civil Service to allow our members to partner with the state on predicting, planning, and ultimately determining our own future around important technological innovations, automation, and the ever-changing nature of work in our society.

### **Respect for us and our families**

**Mandatory Overtime** – After decades of fighting to ensure that our members had the right to control their schedule, protect themselves and their communities, the state balked at their commitment to reduce Mandatory Overtime (MOT). We took action, we filed an unfair labor practice, we fought back and we won!

The state will reduce mandatory overtime by specific measures every year so that by 2023 it is no longer used as a staffing tool.

**Bullying Prevention** – Won a workplace violence and bullying prevention provision that defines bullying behavior and provides members with a mechanism to address abusive conduct in the workplace.

**Bilingual Pay Differential** – For the first time in 42 years, we were able to increase the Bilingual Pay Differential to \$200/month. This comes after 20 years of fighting for this, a joint task force, and hundreds of members telling their story.

**Flexible Work Schedules** – Every department must now offer flexible work schedules to employees.

There are many more specific proposals that are included in our Tentative Agreement. We will post the full Tentative Agreement in the coming days.

SEPTEMBER 11, 2019



Sept. 3: SBAC members approve TA for all-member vote

# VOTE YES!

## HISTORIC CONTRACT AWAITS MEMBER APPROVAL

Our Statewide Bargaining Advisory Committee (SBAC), which is comprised of nearly 200 elected district and classification bargaining representatives, has voted to send our Tentative Agreement out to the full membership for a ratification vote. Our agreement is discussed and voted on in the Budget Committees of the California Assembly and Senate, approved by both houses, and sent to the governor for his signature. Our contract will be effective Jan. 2, 2020, and ends June 30, 2023.

After 25 Town Halls across the state, months of negotiations, and countless worksite actions, we made our demands clear at the bargaining table. Through our collective power, we achieved an historic contract that we can proudly say reflects our union values and is a foundation for a California for All.

Every member will have the opportunity to vote to ratify the Tentative Agreement. Members can vote at worksite meetings, in-person at one of our regional offices, or by mail.

**RATIFICATION MEETINGS AND VOTING SEPT. 16-28. MAKE YOUR VOICE HEARD!**

visit [seiu1000.org](http://seiu1000.org) For meeting schedules and voting instructions

## Contract highlights by the numbers

|  |                             |                            |  |  |
|--|-----------------------------|----------------------------|--|--|
| <b>7%</b>  | <b>\$260</b>                | <b>152</b>                 | <b>\$15/hr</b>                               | <b>\$250</b>                               |
| General Salary Increase through the term of the contract | Monthly Health Care Stipend | Special Salary Adjustments | Min. Wage Accelerated for 45 classifications | Monthly GeoPay Differential for 4 Counties |

Read the Full Tentative Agreement at [seiu1000.org](http://seiu1000.org), and use our new online calculator to see how our contract affects you.



Union Proposal

Master Table

Date

8/22/19

11:38 AM

Proposal No: 1

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The Union proposes the following rollover language:

PREAMBLE

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to sections 19815.4 and 3517 of the Government Code, and Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, including health and safety.

The term "Contract" as used herein means the written agreement provided under section 3517.5 of the Government Code.

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Union Proposal

Master Table

Date

8/22/19

11:38 AM

Proposal No: 1

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The Union proposes the following rollover language.

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1.1 Recognition

A. (Unit 1) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-1, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Professional Administrative, Financial, and Staff Services Bargaining Unit, hereinafter referred to as Unit 1. Unit 1 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 1 shall be incorporated in the Contract.

B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers) recognizes the Director of the Department of Human

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Resources (CalHR) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

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C. The Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

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A. (Unit 3) Pursuant to Public Employment Relations Board (PERB) Decisions SA-SR-3, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Professional Educators and Librarians Bargaining Unit, hereinafter referred to as Unit 3. Unit 3 consists of all employees in the job classifications listed by title in the salary schedule

attached hereto and incorporated by reference as part of this Contract. Any new classes established and assigned to Unit 3 shall be incorporated in the Contract.

B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), recognizes the Director of the Department of Human Resources (CalHR) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

C. The Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

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A. (Unit 4) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-4, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Office and Allied Bargaining Unit hereinafter referred to as Unit 4. Unit 4 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 4 shall be incorporated in the Contract.

B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), recognizes the Director of the Department of Human Resources (CalHR) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

C. The Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), agrees

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to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

A. (Unit 11) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-11, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Engineering and Scientific Technician Bargaining Unit, hereinafter referred to as Unit 11. Unit 11 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 11 shall be incorporated in the Contract.

B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers),

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recognizes the Department of Human Resources (CalHR) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

C. The Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

A. (Unit 14) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-14, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Printing Trades Bargaining Unit, hereinafter referred to as Unit 14. Unit 14 consists of all employees in the job classifications listed by title in

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the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 14 shall be incorporated in the Contract.

B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), recognizes the Director of the Department of Human Resources (CalHR) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

C. The Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

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A. (Unit 15) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-15, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Allied Services Bargaining Unit, hereinafter referred to as Unit 15. Unit 15 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 15 shall be incorporated in the Contract.

B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), recognizes the Director of the Department of Human Resources (CalHR) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

C. The Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), agrees

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to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

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- A. (Unit 17) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-17, the State recognizes SEIU Local 1000, as the exclusive representative for Registered Nurse Bargaining Unit 17, hereinafter referred to as Unit 17. Unit 17 consists of all employees in the job classifications listed by title in Appendix "M" attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 17 shall be incorporated in the contract.
- B. The State further recognizes the professional nature of the duties and responsibilities of Unit 17 employees in their contribution to the successful performance of the mission of State government.
- C. Pursuant to Government Code sections 19815, 19815.4, and 3517, SEIU Local 1000 recognizes the

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Director of the Department of Human Resources (CalHR) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in the Contract.

A. (Unit 20) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-20, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Medical and Social Services Specialists Bargaining Unit, hereinafter referred to as Unit 20. Unit 20 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as part of this Contract. Any new classes established and assigned to Unit 20 shall be incorporated in the Contract.

B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union

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(SEIU) Local 1000 (Union of California State Workers), recognizes the Director of the Department of Human Resources (CalHR) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

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C. The Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

A. (Unit 21) Pursuant to Public Employment Relations Board (PERB) Decision S-SA-SR-21, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Education Consultants and Library Bargaining Unit, hereinafter referred to as Unit

21. Unit 21 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 21 shall be incorporated in the Contract.

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B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), recognizes the Director of the Department of Human Resources (CalHR) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

C. The Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this Article.

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Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

TA SEIU Local 1000

Proposal No: 1

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The Union proposes the following rollover language:

**1.2.1 Designation of Confidential Positions (Unit 1)**

A. "Confidential employee" is defined as any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions [Government Code section 3513(f)].

B. Performance of the following work tasks does not in and of itself justify/qualify for confidential status:

1. Processing grievances;
2. Processing Workers' Compensation claims, appointment papers, Family Medical Leave Act (FMLA) applications and policies; examination design and execution, training of employees; handling post and bid programs.

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upon request but in no event more than every six (6) months following the ratification of the Contract.

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G. Any grievance regarding this Contract section shall be filed by the Union at CalHR.

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Union Proposal  
Bargaining Unit 4

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

1.2.4 Designation of Confidential Positions (Unit 4)

A. "Confidential employee" is defined as any employee who is required to develop or present management's positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions [Government Code section 3513(f)].

B. Performance of the following work tasks does not in and of itself justify/qualify for confidential status:

1. Processing grievances;
2. Processing Workers' compensation claims, appointment papers, Family Medical Leave Act (FMLA) applications and policies; examination design and execution, training of employees; handling post and bid programs.

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- C. The State may designate up to three hundred (300) Unit 4 positions as confidential. All incumbents in confidential positions shall remain in those positions. The three hundred (300) number shall be reached through attrition. This limit shall include positions already designated by the Public Employment Relations Board (PERB). Each appointing power may have at least one position designated as confidential.
- D. If the State proposes to designate positions as confidential, the State shall provide notice to the Union and shall meet and confer with the Union upon request. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution.
- E. The State agrees that no Union officer, bargaining unit council member, or job steward shall be involuntarily transferred, assigned or designated into a confidential position.
- F. The State agrees to provide the Union with a list of incumbents in confidential positions by department; including name, classification, and position number;

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upon request but in no event more than every six (6) months following the ratification of the Contract.

G. Any grievance regarding this Contract section shall be filed by the Union at the CalHR level.

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7. Discussions with management regarding denials of reasonable accommodation;

8. The CalHR statutory appeal hearings.

B. A written list of Union stewards and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards. Union stewards shall not be recognized by the State until such lists or changes thereto are received.

C. A Union steward's "area of representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, departments, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the CalHR step of the grievance procedure.

D. The area of responsibility of the District Labor Council (DLC) presidents and chief stewards shall be all

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worksites within the DLC. When the area of representation is within close proximity section C shall be observed, otherwise this leave will be union paid leave.

The Union representatives shall provide reasonable advance notice based on the circumstances requiring their representation under 2.1.A.(A).

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Union Proposal

Master Table

Date 7/31/19

Proposal No: 1

The Union proposes the following rollover language:

**2.2 Access**

A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to section 2.1(A) above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.

B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

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not result in additional cost to the State, nor interfere with State operations.

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D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

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[Signature]

JTK  
[Signature]



Union Proposal

Master Table

Date 7/31/19

Proposal No: 1

The Union proposes the following rollover language:

**2.4 Distribution of Union Information (Excludes Units 14 and 17)**

TA State

A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including

7-31-19  
3:30AM  
Pamela  
S. Sch  
Bridgette  
Helle  
Klasch  
Key  
Mary  
Stacy  
Susan  
Donna  
Mary  
Mary  
Mary

Handwritten signatures and notes on the left side of the page, including names like Brad Allen, Myl, and Brooke.





E. The Union shall be permitted incidental and minimal use of the State electronic communications system, when said equipment is available and utilized as a normal part of the employee's duties, for communication about employee organization activities as those departments permit for other non-business purposes. Use of the electronic communication systems will not interfere with the operations of the State nor involve mass distribution of information or materials.

F. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information. If required by the department, such information will be provided to a departmental designee in a hard copy format.

G. Employees may post a Union poster in their work areas on a wall or partition provided that permanent damage is not done to such wall or partition. Said poster must be no larger than twelve (12) inches by eighteen (18) inches. Such posters must not interfere with work, may not be posted in public contact areas, nor may they be attached to State equipment. The

TA SEIU Local 1000

RV  
AD  
RJ

TA  
7/30/19 @ 2:00

SM  
BP  
AM  
CEP




parties recognize that some buildings are leased by the State and that such lessor policies may preclude any personal posting. Nothing in this agreement will be interpreted to contravene such prohibitions.

TA SEU Local 1000

Robert Jagg  
Edward Jagg  
Russell Johnson

JA 7/30/19 @ 2:50

SM  
BFW  
  
An  
GSP



Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

**2.4.17 Distribution of Union Information (Unit 17)**

A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards shall be installed where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including

IA 1847  
Union  
Z. O. Cant  
Nananda Singh  
Amishi  
Dai Steedman  
Troy Jackson  
Mo Kashin

STATE  
H. H. H.  
C. S. S.  
S. S. S.

patient privacy, other reasonable accommodation will be made in accordance with departmental procedures.

1847  
1st Union  
~~Renard~~  
~~W. Scott~~  
~~W. M. White~~

C. The Union may continue to use existing mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.

D. A. Steadman  
Tony J. ...  
MK

D. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.

E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.

STATE

W. M. White  
W. Scott  
W. M. White

F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.



Union Proposal

Master Table

Date 7/31/19

Proposal No: 1

USEWALKER

The Union proposes the following rollover language:

**2.5 Use of State Facilities**

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses, such as security, maintenance, and facility management costs or utilities, incurred as a result of the Union's use of such State facilities.

TA

State

7-31-19

3:32 PM

800  
M...  
H...  
Brad Wells  
R...  
Max...  
K...  
A...  
M...  
B...

H...  
S...  
B...  
H...  
K...  
M...

J...  
J...  
Susan Dawcy  
Donna Hadesky  
M...  
V...  
B...  
S...



Union Proposal  
Master Table

Date \_\_\_\_\_

TA

Proposal No: 1

The Union proposes the following rollover language:

7-31-19  
Stake

**2.6 Steward Time Off**

4:33pm

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with section 2.1(A) of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

[Handwritten signature]

SS Sub  
Burr  
Key Duboss

Madison  
Susan Damm

May 10th

9/2  
Danyal Boudar

for  
the  
off

May 10th

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]





Union Proposal  
Master Table

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**2.8 Union Steward Protection**

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards, or otherwise interfering with, restraining, or coercing Union stewards because of the exercise of any rights given by this Contract.

Grievances under this section shall be filed at the first formal level of the grievance process. If the allegations are against the employee's immediate supervisor and the immediate supervisor is the first formal level, then the grievance may be filed at the next level of supervision.

*Handwritten signatures and notes on the left side of the page, including names like 'Curt', 'Myel', 'Robert', 'Brooke', and 'Mand'.*

TA

State

7-31-19 11:28 pm

*Handwritten signature*

*Maria Polito*

*Anna Treloar*

*Alone*

*Handwritten signature*

*Handwritten signature*

*Handwritten signature*

*Handwritten signature*

*Handwritten signature*

*Handwritten signature*

2/12/2019 12:24 PM

*Handwritten signature*

*Handwritten signature*



Union Proposal  
Master Table

Date \_\_\_\_\_

TA

Proposal No: 4

*[Handwritten signature]*

The Union proposes the following language:

*Stak*

**2.9 Union Information Packets**

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.

The parties agree that the hold harmless and indemnification provisions in section 3.2 (H) and (I) apply to this section.

*[Handwritten signatures: K. J. ...]*

*[Handwritten signatures: ...]*

*[Handwritten signatures: ...]*

*[Handwritten signatures: ...]*





Union Proposal  
Master Table

Date \_\_\_\_\_

Proposal No: 2

4:47pm

The Union proposes the following rollover language:

JA

8-14-19

Stok

2.10 Orientation

A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for twenty (20) minutes for orientation of the employees to the Contract and the Union.

[Handwritten signature]

B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for twenty (20) minutes during normal working hours for orientation to the Contract and the Union.

SSA  
[Handwritten initials]

C. It is understood that the twenty (20) minutes is for the presentation and shall not be counted against reasonable state travel time to and from the presentation.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Donna Hadesky

Mary [unclear]

Wame 10/16  
Key Dates

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Brad Willes

Robert Regan

[Handwritten signature]

Brooke Rein



Union Proposal

Master Table

Date 7/31/19

Proposal No: 1

The Union proposes the following rollover language:

**2.11 Bargaining Unit Negotiating Committee Member Time Off**

The appropriate bargaining unit chair, vice chair, or a designated negotiating committee member, not all, shall suffer no loss in his/her regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

*Walker*  
*800*  
*TKM*  
*Keren Jaffe*  
*Brad Wall*  
*Robert*  
*Mark*  
*Conant*  
*Alan*  
*Matt Carter*  
*Brooke Penn*

*TA*  
*7-31-19*  
*3:33 PM*

*State*  
*John*  
*Sally*  
*Brian*  
*Helen*  
*Vladimir*  
*Paul*  
*Katy DeRoss*  
*Mary*  
*Maureen*  
*Susan Davoy*  
*Danna*  
*2/12/2019 12:25*  
*White*



yew  
MC  
M  
RR  
RR  
RV  
MJ  
BW  
SR  
TA  
BP

1. ~~When Fair Share fees are in effect, a~~An employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with ~~a copy to the State Controller~~ at any time. ~~An employee who so withdraws his/her membership shall be subject to paying a Fair Share fee, if such a fee is applicable.~~

Stole

2. The Union 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 arising from this section and the deductions arising there from.

~~3. The Union agrees to annually notify all State employees who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code section 3515.8.~~

3. ~~4.~~ No provisions of this section or any disputes arising there under shall be subject to the grievance and arbitration procedure contained in this Contract.

PA  
SS  
VN  
ADT  
MH  
BO  
JRC  
KO  
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NB  
AS  
A  
HH  
BWW

5. ~~Should a rescission election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this Contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller's Office (SCO) within thirty (30) calendar days prior to the expiration of this Contract.~~

W. Walker  
Miguel Colon  
Karen Jenkins  
Anna Perma  
K. Cavat  
Robert Fegan  
M. [unclear]  
Bud Wilho  
[unclear]  
Brooke Perma

Stark

[unclear]  
S. S.  
[unclear]  
[unclear]  
[unclear]  
MM  
SO  
JPL  
KD  
JMP  
NB  
[unclear]  
[unclear]  
[unclear]  
[unclear]



on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

TA

Stah

C. Home Address Withhold Notification to Employees

Within one month following ratification of this Contract by both parties, the State will send a letter drafted by the Union to all existing employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

R

SS  
ADD

AT

JR

D. Release and Use of Addresses

The State Controller's Office shall send the Union a list of all bargaining unit employees who, pursuant to subsection C above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency, and reporting unit.

Q

J

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AA

SD

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CE

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KD

E. Home Address Mailings by the State

W  
SR  
TA  
R

ME  
RR  
MID

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RV  
13  
BP

YJW  
SR  
TIA  
TR  
MC  
RR  
MIF  
Bow  
RV  
13  
BP

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach bargaining unit employees.

State

PR  
S.S.  
ADT

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union 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.

at  
d  
TR

de  
J  
SM

G. Costs Reimbursable

The Union agrees to pay necessary and reasonable costs incurred by the SCO to produce the necessary name/home/work address tape file on a monthly basis.

AA  
MP

CSF

H. Hold Harmless and Indemnification

BW  
W  
HO



Notwithstanding any other provision of this Contract, the Union 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 Contract.

I. Nature of Material

The Union agrees that any 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 the Union, including that provided by and mailed on behalf of the Union.

Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

*u g w a s e e p*  
*800*  
*TKM*  
*Almont*  
*Myel Cade*  
*Russ Gamm*  
*Musker*  
*Brudwell*  
*Robert Vega*  
*Harmon Jaffis*  
*Dwight Perry*

*State*  
*[Signature]*  
*[Signature]*  
*ADT*  
*out*  
*JRC*  
*SM*  
*AA*  
*MP*  
*CEG*  
*BW*  
*VN*  
*HO*  
*[Signature]*



Union Proposal

Bargaining Unit 14

Date 7/30/19

@ 2:50

Proposal No: 1

**The Union proposes the following language:**

*A - insert T/C Cleanup*

**3.3.14 Union Label (Unit 14)**

A. The State shall display the Bargaining Unit 14, Printing and Allied Trades, Union label on printed or copied material when the work has been performed by a Unit 14 employee. This shall include all documents printed, or copied in-house by Bargaining Unit 14 members, or documents produced by the Office of State Publishing (OSP). Agency printing requests to the OSP will also include that the Union label be appropriately displayed. The Union agrees to provide the label to work locations where necessary to comply with such requests. Failure of the Union to provide the label shall not interfere with or delay the timely production of printed material.

B. All documents printed "in-house" refers to those items printed utilizing members of Bargaining Unit 14, Printing and Allied Trades: If an item is not printed or copied by a Unit 14 member, then the item shall not carry the Union label.

TA SEIU Local 1000

*RV  
EJP  
RJ*

*TA 7/30/19 @ 2:50*  
*Stacy Blum*  
*Al Belden*  
*Alan Bohn*  
*Steph Way*  
*7/23/2019 11:51 AM*  
*Al Belden*  
*Stacy Blum*

*gja*

C. Where the services are unavailable through sState services and a job must be contracted out by individual State agencies or the OSP, unionized printing vendors will be required to display the appropriate Union label on the printed product.

D. Upon ratification of this agreement, all departments will take all necessary steps to remove Union labels from computer hard drives. This is to ensure that the Union label is appropriately used by Bargaining Unit 14 members only.

E. The Union label to be displayed is represented by the symbol that follows:



TA 7/30/19 @ 2:50

*SM*  
*af*

*AK*  
*BLW*

*[Signature]*

TA SEIU Local 1000

*Robert Foga*

*Edward [unclear]*

*Russell Phayn*



Union Proposal

Master Table

Date

8/22/19

11:43am

TH

Proposal No: 1

W. Walker

The Union proposes the following rollover language:

4.1 State's Rights

- A. Except for those rights which are abridged or limited by this Contract, all rights are reserved to the State.
- B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means, and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive

State

800  
 TRISA  
 Heron  
 Bond Miller  
 Robert  
 Mandata  
 A. Cant  
 Glenn  
 Myl  
 Brooke

Handwritten signatures and initials on the right side of the page, including 'S.S.', 'ADT', 'ref', 'State', 'Heron', 'Stacy', 'Susan', 'Blito', 'Dimitri', 'My', 'Reyes', and 'Amor'.

order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.

C. This article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the rights of State civil service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

Y. W. W. A. L. L. E. R.  
S. J. J.  
F. R. I. E. M.  
K. A. R. A. N. J. F. F. S.  
B. R. I. D. W. I. L. L. I. N.  
R. O. B. E. R. T. V. E. G. A.  
M. A. R. S. T. A. L. L. I. N.  
K. R. A. N. A. N. T.  
M. I. G. U. E. L. C. O. R. I.  
B. I. D. O. U. P. I. E. R.

Stark  
P  
S  
ADT  
AT  
JTC  
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AA  
SO  
MP  
CSP  
Bw  
VW  
RW



Union Proposal

Master Table

Date \_\_\_\_\_

TA 9:15 PM

8/28/19

Proposal No: 1

6:14 PM

*W. Wacker*  
*Mark S. Pitt*  
*K. Conrad*  
*800*  
*McClure*  
*Alison Spum*  
*Robert Jega*  
*Helen J. P. S.*  
*Brad Wilkins*  
*MSW*  
*Broderick*

The Union proposes the following rollover language:

**5.1 No Strike**

During the term of this Contract, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.

The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

*Kristine Rodriguez*  
*Lisa Bonica*  
*Susan Dewey*  
*Donna Hodesky*  
*Patricia*  
*J. M.*  
*Mame P. P.*  
*Hand*  
*Long*  
*B. P.*  
*Alina S. P.*  
*Heather Munch*  
*John H.*  
*870*  
*Ky Press*



Union Proposal  
Master Table

Date \_\_\_\_\_

5/2  
6/4 8/25/19

Proposal No: 1

The Union proposes the following rollover language:

5.2 No Lockout

No lockout of employees shall be instituted by the State during the term of this Contract.

TA 916 PM  
8/28/19

Kristine Rodriguez

Juan Sanchez

Susan Dwyer

Donna Hideske

Patricia

Jim

Marlene Polito

Helen

Erin

Colleen

Christina

Hayley

Hilda

SA

My Dress

Prof

2/12/2019 12:27 PM

George W.

usual

8/28/19

Karen

Brenda

Roberta

Maria

Conant

Alanna

Maryl

Becky



Union Proposal

Master Table

Date

7/31/19

Proposal No: 1

The Union proposes the following rollover language:

**5.3 Individual Agreements Prohibited**

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with Union concurrence.

USWACKER  
So  
TKLW  
Karen  
Brad Will  
Robbie  
Mun Slater  
Al Cant  
Kramer  
Myndy  
Brooke Penn

TA

7.31.19  
3:34 PM

State  
John  
S. S. S.  
Bryce W  
Wade H  
Kvalch  
T. R.  
Katy  
Mary  
Hacyle  
Susan Dewey  
Danna  
Peggy  
Name Polito

Handwritten signatures and initials at the bottom of the page.





Union Proposal  
Master Table

Date \_\_\_\_\_

Proposal No: 2

W. Wadler  
8/8

The Union proposes the following language:

**5.4 Savings Clause**

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

W. Wadler  
K. ...  
Myel ...  
A. ...  
M. ...

Brad ...  
Rob ...

Helen ...  
Suzanne ...

8/19/19 6:47 PM  
Stat  
IA  
Tara ...  
Mary ...  
SSA  
Helen ...  
Danna ...  
Guy ...  
Susan ...  
8/8/2019 10:04 AM  
K. ...





Union Proposal

Master Table

Date 8/23/19  
5:00

*(Handwritten initials in a circle)*

Proposal No: 2

*(Handwritten signatures on the left margin: uswuaer, 800, 7211, Kereyuffis, Brad Miller, Robert Fegan, M. P. K., K. Comant, Susan Filmer, Mylala, Buddy Pierre)*

The Union proposes the following language:

**5.6 Supersession**

The following enumerated Government Code sections and all existing rules, regulations, standards, practices and policies which implement the enumerated Government Code sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code sections enumerated below, the Contract shall be controlling and supersede said Government Code sections or parts thereof and any rule, regulation, standard, practice, or policy implementing such provisions.

*(Handwritten signatures on the right margin: Stab, [unclear], [unclear], [unclear], a-del to, [unclear], Susan Dawes, Jeff Kase, [unclear], [unclear], [unclear], [unclear], [unclear])*

**A. Government Code Sections**

**1. General**

19824 Establishes monthly pay periods.

19838 Provides for methods of collecting overpayments and correcting payroll errors to employees.

used  
SR  
T/D  
1/2  
Pon  
RV  
MCP  
J  
ML  
BP

19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.

*Shole*

19888 Specifies that service during an emergency is to be credited for vacation, sick leave and Merit Salary Adjustments (MSA).

*[Signature]*

**2. Step Increases**

19829 Requires CalHR to establish minimum and maximum salaries with intermediate steps.

*[Signature]*

19832 Establishes annual MSAs for employees who meet standards of efficiency.

*ADT*  
*[Signature]*  
*M/M*  
*[Signature]*  
*JR*  
*10*

19834 Requires MSA payments to qualifying employees when funds are available.

*JMP*  
*VB*  
*A*

19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.

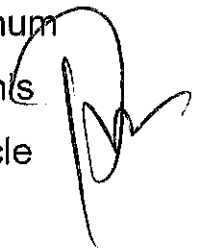
*as*  
*[Signature]*  
*[Signature]*  
*[Signature]*

GRW  
SR  
DIA  
12  
BWN  
RV  
MCP  
R  
MC  
BP

19836 Provides for hiring at above the minimum salary limit in specified instances.

State

19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)



3. Holidays

19853 Establishes Holidays.

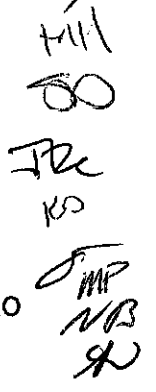


19854 Adds Establishes Personal Holiday.



4. Vacation

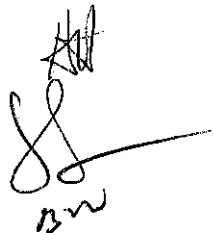
19856 Requires CalHR to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.



19856.1 Allows CalHR to establish rules for vacation accrual for absences of ten days or less.



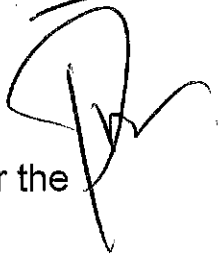
19858.1 Establishes vacation earning rate.

  
BWN

UGW  
SR  
DIA  
133  
BN  
AV  
MCP  
K  
SR  
MC  
BP


19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

Stale  


**5. Sick Leave**

19859 Defines amount earned and methods of accrual for full-time and part-time employees.

BS  
SA  
VN  
ADT  
  
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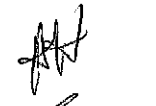
19861 Allows CalHR to establish rules for sick leave accrual for absences of ten days or less.

SO  
TR  
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MPS

19862 Allows for accumulation of sick leave.



19863 Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.



19863.1 Provides sick leave credit while employee is on industrial disability

  
BR

leave and prescribes how it may be used.

USW  
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TVA  
1/2  
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19864

Allows CalHR to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

Stk

19866

Allows rules to allow sick leave accumulation for non-civil service employees.

Sik  
SA  
VN

19991.4

Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

ADT  
FAM  
SO  
JPA  
KD

**6. Uniforms, Work Clothes, and Safety Equipment**

19850

Definitions.

19850.3

CalHR to determine need for uniform replacement.

19850.4

Provides for work clothes for purposes of sanitation or cleanliness

MP  
NOS  
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gsw  
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SP

- 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes CalHR to adopt rules governing IDL.
- 19877.1 Sets effective date.

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**8. Non-Industrial Disability Insurance (NDI)**

- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.


YRW  
SR  
TWA  
WJ  
Bv  
RV  
MUP  
JC  
SR  
ML  
BP

19881 Bans NDI coverage if employee is receiving unemployment compensation.

19882 Bans NDI coverage if employee is receiving other case payment benefits.

Stah

19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.



VN

ADT



MH

SO

JTK

19884 Filing procedure; determination and payment of benefits.

19885 Authorizes CalHR to establish rules governing NDI.

KD



NB

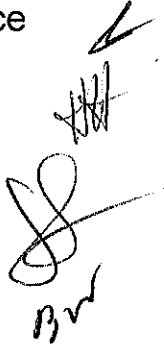


CS

**9. Life Insurance**

21600 Establishes group term life insurance benefits.

21604 Provides for Death Benefit from PERS.







**15. Travel Expenses**

19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

*Stab*

19822 Provides reimbursement to State for housing, maintenance, and other services provided to employees.

*[Handwritten signature]*

**16. Leaves of Absence**

19991 Allows release time for civil service examinations.

*Sh*

19991.1 Allows leave without pay, not to exceed one year, assures right of return.

*ADT*

19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.

*MM*

19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for

*SO*

*JRC*

*RD*

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*VB*

*at*

*[Handwritten signature]*

*YEW*  
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*RV*  
*WLP*  
*SL*  
*RR*  
*MC*  
*BP*

purposes of salary adjustments, sick leave, vacation, or seniority.

19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

*Stah*

**17. Performance Reports**

19992 Allows the establishment of performance standards.

19992.1 Requires performance reports to be accurate.

19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by CalHR rule.

*PR*  
*S. Kim*  
*SA*  
*VP*  
*ADT*  
*MM*  
*SO*  
*JK*  
*LD*  
*JMP*  
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*td*  
*RR*  
*MC*  
*BP*

**18. Involuntary Transfers**

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.

19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which requires a change in residence.

**19. Demotion and Layoff**

19997.2 Provides for subdivisional layoffs in a State agency subject to CalHR approval. Subdivisional reemployment lists take priority over others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency

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is combined with seniority to determine order of layoff.

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19997.8 Allows demotion in lieu of layoff.

19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11 Establishes reemployment lists for laid-off or demoted employees.

19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.

19998 Employees affected by layoff due to management-initiated changes

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should receive assistance in finding other placement in State service.

19998.1

State restriction on appointments.

**20. Incompatible Activities**

19990

Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

*Stk*

**21. Training**

19995.2

Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological, or management-initiated changes.

*Per*  
*SA*  
*ADT*  
*MM*  
*SO*  
*JTK*  
*KA*

19995.3

Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

*OMP*  
*NR*  
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*32*

*upward*  
*800*  
*with*  
*Helen Jeffers*  
*Bond Willis*  
*Robert Joga*  
*Manhattan*  
*Almond*  
*Hubert Penner*  
*Ned Cole*  
*Brooks Penner*



Union Proposal

Master Table

Date 8/14/19 1:25

Proposal No: 1

The Union proposes the following rollover language:

TA

**5.7 Non-Discrimination**

A. No State employee shall be discriminated against or harassed in State employment consistent with applicable State and Federal Employment Laws.

B. At the employee's discretion, allegations of discrimination or harassment based upon disability and/or medical condition, or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, and/or may be pursued with the SPB through the complaint procedure specified by the Board, and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).

C. At the employee's discretion, other allegations of discrimination or harassment may be subject to the grievance procedure up to the third level, and/or may be pursued with the Department of Fair Employment

*W. Walker*  
*800*  
*TRIN*  
*Karen*  
*Brad Wilson*  
*Robert*  
*Mark*  
*Ronant*  
*Alison*  
*Myra*  
*Barbara*

*State*  
*John*  
*SSA*  
*Employer*  
*W. M.*  
*Ky...*  
*May...*  
*Susan*  
*Name Folio*  
*By...*  
*by...*  
*Om...*  
*...*

*[Handwritten signatures and marks]*

and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).

- D. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- E. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure.

[Handwritten signatures and initials, including names like Brad Wells, Michael Cardone, and Brooke Perry.]

Stake  


---

 [Handwritten signature]

JTC ED SM  
 MH AS  
 MP RA  
 BLVT VN  
 VN  
 2/12/2019 12:29 PM  
 [Handwritten signature]



Union Proposal  
Master Table

Date \_\_\_\_\_

TH

8/19/19

Proposal No: 2

6/17/19

Stark

The Union proposes the following rollover language:

**5.8 Sexual Harassment**

A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.

B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, and/or may be appealed to the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.

C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of

*[Handwritten signatures and initials on the right side of the page, including 'Hart', 'Mama', 'Donna', 'Stacy', 'Mary', 'Burt', 'Jill', and 'Guy']*

*[Handwritten signatures and initials on the left side of the page, including 'Wagner', '800', 'Twin', 'Gumpff's', 'Brad Willis', 'Robert', 'Marty', 'Clara', 'Ause', 'Muel', 'Brook']*

his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedures in Article 6.

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Union Proposal  
Master Table

6:14pm  
8/28/19  
Krestie Rodriguez

Date \_\_\_\_\_

TA 2:19pm 8/28/19

Proposal No: 1

The Union proposes to delete the following language:

Lisa Garcia  
Susan Burey  
Donya Hodesty  
Tara

~~5.9 Geographic Compensation Task Force~~

~~SEIU Local 1000 (the Union) and the State of California (the State) recognize that recruitment and retention issues exist in certain geographic areas. The Union and the California Department of Human Resources (CalHR) agree to establish a Geographic Compensation Task Force, with the goal of researching the following:~~

YJ Walker  
800  
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- ~~Identify critical compensation criteria to evaluate different geographic regions. These shall include but not be limited to: (1) comparable wages, (2) housing costs, (3) transportation costs, (4) commute costs, (5) childcare costs, and (6) healthcare costs;~~
- ~~Identify and review other city, county, state and federal programs utilized to address geographic compensation issues.~~





Union Proposal  
Master Table

Date \_\_\_\_\_

7.31-19

Proposal No: 1

The Union proposes the following rollover language

5.10 Labor/Management Committees

A. The State and SEIU encourage the use of Labor Management Committees to address issues of mutual concern in a problem solving context. Upon request of either party, a Labor/Management Committee (JLMC) shall be established to address specific or ongoing issues such as:

1. Workload.
2. Productivity.
3. Making the worksite more efficient and effective.
4. Improving the quality of service.

B. An established JLMC shall adhere to the following guidelines:

1. The JLMC will consist of equal reasonable number of management representatives selected

TA State  
 [Handwritten signatures and initials on the right side of the page, including 'State', 'TA', 'JLMC', 'Susan Davy', 'Donna Hadesky', 'Mona', 'Mary', 'Dana', 'Mona', 'Dana', 'Mona', 'Dana']

[Handwritten signatures and initials on the left side of the page, including 'Lynn Wacker', '800', 'Dell', 'Koren', 'Browder', 'Robt Dey', 'Muel', 'Coward', 'Alumna', 'Miguel', 'Sandra']

JLMC  
 7/31/19







Union Proposal  
Master Table

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**5.11 Dignity Clause**

The State is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging they have not been treated accordingly may file a grievance. The decision reached at Step 3 (CalHR) shall be final.

*Handwritten signatures and notes on the left side of the page:*  
8.0  
T.M.M.  
Helen P...  
Brad Allen  
Robert Veze  
Mand...  
K. Cant  
K. ...  
Majed ...  
Susanne ...

*Handwritten circled initials:* TA

*Handwritten notes:*  
State  
7-31-19 4:34 PM

*Handwritten signatures and notes on the right side of the page:*  
T.M.M.  
S. ...  
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K...  
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Susan ...  
M...  
M...  
D...  
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A...





advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

The Committee members shall discuss and make recommendations on the following:

1. Workload;
2. Alternatives to mandatory overtime;
3. Training.

The Joint Committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

TA SEIU Local 1000

*[Handwritten signatures for TA SEIU Local 1000]*  
James Zuer  
Hazy Price  
Melt  
Alicia L. By  
Dulorn Bonner  
Carajulillo  
Dean D. Coy  
Jay R. Philip  
John C. Crawford  
Karen Devoll

*[Handwritten signatures for State]*  
Neal Abbot  
Alex  
Joyce Whitely  
Brenda M. D.  
C. D.  
Nancy L. L.  
O'Meara  
Russell Johnson  
Marta J. F.

State  
*[Handwritten signature]*  
SC  
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FD  
WS  
KD



Union Proposal

Bargaining Unit 4

Date 7/30/19

@ 10:23

Proposal No: 1

The Union proposes the following rollover language:

**5.13.4 Upward Mobility Task Force (Unit 4)**

SEIU Local 1000 (the Union) and the State of California (the State) agree to establish an Upward Mobility Task Force (Task Force), with the goal of jointly reviewing, creating and recommending common "best practices" in the following Upward Mobility Program areas in all departments.

- Promoting Upward Mobility awareness
- Application and approval process
- Accurate tracking and reporting of Upward Mobility metrics
- Achieving compliance with GC 19400 – 19406 and CCR 599.981 – 599.986

The Union and the State shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the Task Force shall be one (1) Task Force member selected by the Union and one (1) Task Force member selected by the State.

But  
mm  
jea  
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TAG  
KYS

TA 7/30/19 @ 10:23  
Stacy Mirvanch  
7/19/2019 2:52 PM  
A. Baldwin Swais

Within ninety (90) days from the contract ratification, the Co-Chairs shall meet to select the first four (4) departmental participants and determine meeting dates. The Union and the State shall select its own corresponding representatives.

California Department of Human Resources (CalHR) agrees to facilitate departmental participation. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Task Force members and employee subject matter experts shall serve without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting. The Task Force shall meet biannually or more often as agreed to by the Task Force.

The Co-Chairs shall finalize an agenda at least five (5) days in advance of the meeting.

But  
+ [unclear]  
Mending [unclear]  
J E Alcaraz  
Ayda Lopez  
Jerry [unclear]  
[unclear]  
[unclear]

JA 7/30/19 @ 10:23  
SM  
JK  
PMS 7/30/19 @ 10:22  
BYA  
[unclear]



Union Proposal

Bargaining Unit 14

Date 7/30/19

@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

**5.13.14 INTENTIONALLY EXCLUDED**

TA SEIU Local 1000

Robert Vega,  
Edward Page  
Russell Johnson

TA  
7/30/19 @ 2:50  
Steve Hernandez  
Chloe Baker  
Arlene U  
Boris Johnson  
A. Baldwin  
Cecilia ~~Greenwald~~





Union Proposal  
Master Table

1453

Date \_\_\_\_\_

Proposal No. 2

4:32p  
7-31-19  
T#

The Union proposes the following language:

5.14 Joint Labor/Management Committee - Model Policy

A. It is in the best interest of the State and the Union to

jointly develop a consistent alternate work schedule

policy for 4/10/40 work schedules. Therefore, the

Union and the Department of Human Resources

(CallHR) agree to establish a Joint Labor/Management

Committee (Committee) to develop a 4/10/40 work

week policy:

B. The Committee shall consist of ten (10) members, five

(5) selected by the Union and five (5) selected by the

CallHR. The Co-Chairs of the Committee shall be one

individual selected by the Union and one individual

selected by the CallHR. The Committee shall meet

monthly after the ratification of this contract. The Co-

Chairs shall agree on an agenda prior to the date of

the meeting:

C. The model policy recommendation shall be completed

and in writing before the expiration of the contract.

Handwritten notes and signatures on the right side of the page, including names like 'Robert Lopez', 'James Brown', 'Mike Gre', 'Frankie Lee', and dates like '7/31/19'.

Vertical column of handwritten signatures and initials on the left side of the page, including names like 'Kuyuboss', 'MAD', 'Diana', 'Mary', 'Shaw', 'Mama', 'Mama', 'Mama', 'Mama'.





TA SEIU Local 1000

80  
James Zang  
Harry Price  
Michelle  
Alicia L. Byers  
Janet P. Cop  
Catalyn M. Allen  
Delores Bonner  
Joyce Whidley  
Theresa Johnson  
Joseph M. Wood  
Karen DeWalt  
Robert J. Moore  
Eric C. Croft  
Russell Johnson  
Mark J. Ford

members and employee subject matter experts shall serve without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

- C. One (1) committee meeting will be held in Sacramento and one (1) will be held at Hearst Castle.
- D. The committee by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Department and Union shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The Department shall respond to the information requested before each scheduled meeting date.

STATE  
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CAF  
Susan Davy  
Kathy Anderson  
m  
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EC  
BR

The Joint Committee shall develop mutual written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations. Such reports shall be sent to the Director of the California Department of Parks and Recreation, or his/her designee, for review and possible implementation.



Union Proposal

Bargaining Unit 14

Date 7/30/19

@ 2:50  
1/c cleanup

Proposal No: 1

The Union proposes the following language:

**5.14.14 BU 14 Upward Mobility Joint Labor/Management Committee (Unit 14)**

A. Within sixty (60) days of contract ratification the State and the Union agree to continue the Joint Labor/Management Committee on Upward Mobility to assist departments in complying with their upward mobility requirements.

B. The BU 14 Joint Labor/Management Committee on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by CalHR and four (4) Union members selected by the Union. The committee shall be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

C. At the request of the Union, the committee will meet quarterly. Members of the committee will be granted state release time for all committee meetings.

TA SEIU Local 1000  
RV  
ECP  
RJ

THA 7/30/19 2:50

Stacy K. ...

[Signature]

[Signature]

[Signature]  
Cecilia E. Greenwood

D. The committee will develop a handbook identifying outside funding sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility. The committee may include internal state sources for career training opportunities.

E. Each department shall establish and maintain an upward mobility program consistent with SPB regulations. At the request of the Union, the department shall meet to discuss their upward mobility program. Recommendations for adding to or deleting from the upward mobility program shall be considered by the department. Any change shall be consistent with the SPB regulations.

TA SEIU Local 1000

Robert Vega  
Edward Fox  
Russell Johnson

JA 7/30/19 2:50

SA  
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[Signature]

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Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1

7/29/19  
1:58 pm  
STATE  
*[Handwritten signatures and initials]*

TA SEIU Local 1000

The Union proposes the following rollover language:

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**5.15.1 Joint Labor Management Committee –  
Employment Development Department (EDD)  
Workforce Services Branch (WSB) Job Service Field  
Division (JS) and Unemployment Insurance Branch  
(UIB) Employment Program Representatives (EPR)  
and Disability Insurance Branch (DIB) Disability  
Insurance Program Representatives (DIPR) (Unit 1)**

The purpose of the Joint Labor Management Committee (JLMC) shall be to provide a forum for EDD (State) and Service Employees International Union Local 1000 (Union) to discuss workload concerns and promote quality customer service.

The Committee shall meet at a minimum of at least once per quarter. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The State and Union shall each select its own representatives. No more than two (2) Union representatives shall be from the same branch. The Co-

TA SEIU Local 1000

800  
James Zees  
Harry Price  
Mike  
Sheila  
Robert Poppner  
Carla Miller  
Jean D. Colby  
Fred Smith  
John C. Howard  
Karen DeWitt  
Fred Clark  
Dorothy  
John Whittaker  
Benny Mott  
Alice  
Wanda Hannon  
McCray  
Russell Johnson  
Mandy F. Fil

Chairs of the Joint Committee shall be one (1) individual selected by the Union and one (1) individual selected by the EDD. The State agrees that the Union representatives who are EDD employees will serve and participate on the Committee without loss of compensation.

The Committee by mutual agreement shall determine its meeting schedule, ground rules and agenda. The State and Union shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. EDD shall respond to the information requested before each scheduled meeting date.

The Joint Committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern and any joint recommendations.

This article does not abridge nor limit the exercise of management's rights as articulated in Article 4, State's Rights.

State

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Union Proposal  
Bargaining Unit 3  
Date 7/25/19

Proposal No: 1

The Union proposes the following rollover language:

**5.15.3 INTENTIONALLY EXCLUDED**

T/A 12:39 pm

7/25/19  
[Signature]  
Suzanne Krapp

State: 7/25/19  
[Signature]  
Lynion Fisher

[Signature]  
Guy Burghgraff  
[Signature]  
Suzanne Krapp  
[Signature]  
7/25/19  
Allan Miller

[Signature]  
[Signature]  
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Page 1 of 1  
[Signature]



Union Proposal  
Bargaining Unit 11  
Date August 7, 2019

Proposal No: 3

**The Union proposes the following rollover language:**

**5.15.11 Joint Labor Management Committee (JLMC) (Unit 11)**

The purpose of the Joint Labor Management Committee (JLMC) shall be to provide a forum for SEIU Local 1000 Unit 11 and the State to address issues of mutual interest. The committee shall include representatives of management from California Department of Transportation, Department of Water Resources, Department of Fish and Wildlife, Department of Food and Agriculture, and Air Resources Board, and a representative from the Department of Human Resources to meet quarterly to discuss issues of concern to the employees represented by the Union. Issues of concern to Unit 11 employees in other departments may also be raised at the Committee. Issues to be discussed shall include but not limited to:

- a. Architectural and Engineering: training and upward mobility.

T/A  
08/07/19 4:55pm  
BW

  
Ave

AM

  
NG

T/A 4:55pm 08/07/19  
VN



LF

ETP

- b. Classification Issues: review and discuss concerns regarding existing classification specifications and/or title structures relative to the duties assigned to employees and/or the needs of the State.
- c. Health and Safety: issues impacting Unit 11 employees in multiple departments or issues that are unresolved by Departmental Health and Safety Committees.

The committee shall meet at a minimum of at least once per quarter, and shall meet for a sufficient amount of time to properly address the issues. The State and the Union shall each be entitled to select a maximum of six (6) representatives. The State and Union shall each select its own representatives. No more than two (2) Union representatives shall be from the same department. The Co-Chairs of the Joint Committee shall be one individual selected by the Union and a Department of Human Resources representative. The Co-Chairs shall agree on an agenda fourteen (14) calendar days in advance of the meeting. The JLMC shall by mutual agreement determine the meeting schedule and the ground rules. Once an issue has been discussed it shall not be the topic of a subsequent meeting except with mutual concurrence.

BW  
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AM  
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TA 4:55 PM  
 05/07/19  
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 [Signature]  
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The State agrees that the Union representatives shall participate on the Committee without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

Brad Willes  
Carm Hutson

Albert Mohr  
The State  
Cynthia Salina  
James J. Salina

TA 4:55 pm  
08/07/19

W. H. Hagan

18  
G. M. M. M.

W. H. Hagan

W. H. Hagan



Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1

TA SEIU Local 1000

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The Union proposes the following language:

**5.16.1 Disability Determination Services (DDSD) Joint Labor Management Committee (Unit 1)**

The State and the Union agree to continue a joint/labor management committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by Disability Evaluation Analysts (DEA's) who work in the Disability Determination Services Division (DDSD) of the California Department of Social Services (CDSS).

The State and the Union shall each be entitled to select a maximum of four (4) representatives. The Co-Chairs of the JLMC shall be one (1) committee member selected by the Union and one (1) committee member selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation.

TD 7/22/19 1:57 pm  
LTC 1:55 pm  
STATE  
Susan D...  
Key...  
K...  
G...  
V...

The JLMC agrees to meet at least once semi-annually. The JLMC, by mutual agreement, shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

The JLMC shall discuss specific and ongoing issues such as:

1. Workload
2. Overtime
3. Training, career advancement and upward mobility
4. Improving the quality of service
5. Productivity

The committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

STATE  
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 CC  
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TA SEIU Local 1000

*James Z...*  
*Green*  
*Joe*  
*Jan D. Cap...*  
*John M...*  
*Joseph...*  
*Carlynn MALLO*  
*Joseph...*  
*Michael...*  
*Neil*  
*Abel L. By...*  
*Harry F...*  
*Brendt M...*  
*Karen De...*  
*Rubén P...*  
*Michael...*  
*McCray*  
*Russell...*  
*Mark...*



Union Proposal  
Bargaining Unit 4  
Date 7/30/19  
@ 10:23

Proposal No: 1

The Union proposes the following language:

**5.16.4 Disability Determination Services Division (DDSD)**

**Joint Labor Management Committee (Unit 4)**

A. Joint Labor Management Committee

The State and the Union agree to continue a joint labor/management committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by Program Technicians (PTs) who work in the Disability Determination Services Division (DDSD) of the California Department of Social Services (CDSS).

The State and the Union shall each be entitled to select a maximum of four (4) representatives. The Co-Chairs of the JLMC shall be one (1) committee member selected by the Union and one (1) committee member selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be

BU4  
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JEA  
TML  
TAG  
CFC  
MK  
KYS

TA 7/30/19  
@ 10:23  
Stacy Blank  
PHD  
7/30/19 @ 10:23  
Bulchun Suats  
Jeff

invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation.

The JLMC agrees to meet at least semi-annually. The JLMC, by mutual agreement, shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

The JLMC shall discuss specific and ongoing issues such as:

1. Workload
2. Overtime

TA - 7/30/19 @ 10:23  
Stacy W and  
RADY 7/31/19 @ 10:23  
Bing  
JTR

But  
JTR  
JEA  
JML  
TRG  
CPO  
JK  
KYS



3. Training, career advancement and upward mobility
4. Improving the quality of service
5. Productivity

The committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

Bo4  
Karan Philip  
M. M. Mahmood  
J. E. Alcaraz  
Ada K. K. K.  
Jerry Gray  
L. J. Allen  
2/11

TA 7/30/19 @ 10:23  
SM  
BLA 7/30/19 @ 10:23  
JTK



Union Proposal

Bargaining Unit 15

Date 8/2/19

2:45

Proposal No: 2

The Union proposes the following language:

**5.16.15 Custodian Task Force Joint/ Labor Management Committee (Unit 15)**

The State agrees to establish a Joint/ Labor Management Committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by the Custodians who work in the Department of General Services (DGS), the California Department of Veterans Affairs (DVA CalVet), the Department of State Hospitals (DSH) and the California Prison Industry Authority (CalPIA). Topics include but shall not be limited to duties performed, equipment operated, cleaning methods utilized, and individual custodial cleaning requirements unique to individual worksites. No less than thirty (30) calendar days prior to meeting, the Union shall notify the State of the departments that will attend the JLMC. Upon the Union's request, CalHR shall assist with notifying the departments of the meeting date(s), start time, and meeting locations. The Union shall provide the State with an agenda of the meeting no less than five (5) days prior to meeting and Eeach party attending the committee may have up to five (5)

SEIU 1000  
*[Handwritten signatures]*

TA 8/2/19 3:19  
*[Handwritten signatures]*

representatives and shall convene within no less than one hundred twenty (120) days of the ratification of the Contract by both parties. The committee shall meet at least quarterly. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a reasonable amount of State paid release time. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

~~Man...~~  
Am...  
Lisa D Borast  
Z...

TA  
8/2/19 3:19  
SM

MR  
AS  
MO

A



Union Proposal

Bargaining Unit 1

Date 7/25/19 10:19am

TA

Proposal No: 1 8-7-19

State

The Union proposes the following language:

**5.17.1 Recruitment and Retention Committee (Unit 1)**

The State agrees to establish a Recruitment and Retention Committee that shall meet on an annual basis to discuss the recruitment and retention issues of Bargaining Unit 1 classifications.

~~This Committee shall not review classifications included in the CSI project or classifications that receive a special salary adjustment during the term of this contract.~~

The Committee shall consist of ten (10) members: five (5) selected by the State and five (5) selected by the Union.

Committee members or expert witnesses required by the Committee shall serve without loss of compensation.

The Committee shall review no more than ten (10) classifications annually. The review shall include a comparison of compensation (e.g. salary, other pay items, compensated leave, health benefits, pension benefits, and retiree health benefits) as well as vacancy rates (both historical and current).

TA SEIU Local 1000  
8/7/19 @ 2:29pm  
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~~Atwood~~  
James Zuss  
Harry Price  
~~John C. [unclear]~~  
Caralullo  
~~[unclear]~~  
Sheila Brn  
Jan P. Cap  
Dulian Bonym  
~~[unclear]~~  
Nelly  
Karen Devell  
Japheline  
Cleora  
Berkey Mork  
Amel Gray  
Russell [unclear]  
Mark J. [unclear]

[unclear]  
S.S. [unclear]  
Susan Dan  
Angelique [unclear]  
Ciri  
[unclear]  
[unclear]  
[unclear]

If the Committee agrees that pay equity adjustments are recommended for the effective recruitment and retention of particular classifications, the State and the Union shall mutually report their findings to the Director of the California Department of Human Resources (CalHR). The Director of CalHR shall report these findings to the administration.

All disputes relating to this article are not grievable or arbitrable.

TA SEIU Local 1000

State

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A. Neep  
James Zuz  
Harry Price  
John [unclear]  
Candy Alb  
Fred [unclear]  
Shel L. Byn  
Jean D. Caf  
Alton Pommer  
[unclear]  
Med [unclear]  
Karen DeWoll  
Jan [unclear]  
[unclear]

Randy Mott  
McCrory  
Russell Gray  
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KID  
KVS  
[unclear]



Union Proposal

Bargaining Unit 15

Date 7/25/19

10:52

Proposal No: 1

*Mary Ann  
James  
Amanda  
Yvonne  
Zett*

The Union proposes the following language:

~~5.17.15 California Department of Corrections and Rehabilitation (CDCR)—Division of Adult Institutions (DAI), Correctional Supervising Cook (CSC) Task Force (Unit 15)~~

~~Upon request of the Union, a task force will be established at CDCR—DAI. The purpose of the task force is to explore the hiring and retention for the classification of Correctional Supervising Cook. The task force will discuss overtime concerns and make recommendations regarding these issues. The task force shall be comprised of an equal number of representatives of the Union and CDCR, not to exceed four (4) each. Employees shall suffer no loss of compensation as a result of participation in the task force. Any recommendations from the task force shall be advanced to the appropriate individual as identified by CDCR—DAI for review and consideration. Within 90 days upon ratification of the contract, CDCR—DAI will identify the name of the appropriate individual.~~

~~The task force shall meet quarterly until the recommendations have been advanced to management.~~

*TA deletion  
8/2/19 @ 11:53  
Stacy Helman*

*[Signature]  
4/26/2019 3:26 PM  
Maggi G. Reef  
MO*



Union Proposal  
Bargaining Unit 17

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

**5.17.17 Classification Recruitment and Retention  
Committee (Unit 17)**

The State agrees to establish a Recruitment and Retention Committee that shall meet on an annual basis to discuss the recruitment and retention issues of Bargaining Unit 17 classifications.

The Committee shall consist of six (6) members: three (3) selected by the State and three (3) selected by the Union.

Committee members or expert witnesses required by the Committee shall serve without loss of compensation.

The Committee shall review no more than six (6) classifications annually. The review shall include a comparison of compensation (e.g. salary, other pay items, compensated leave, and education) as well as vacancy rates (both historical and current).

If the Committee agrees that pay equity adjustments are recommended for the effective recruitment and retention of

TFA  
1:28pm  
UNION

ML & V  
K. Cawant  
K. S. S.  
M. S. S.  
M. J. S.  
D. Steadman

State  
Hilda Heron  
J. S.  
J. S.

particular classifications, the State and the Union shall mutually report their findings to the Director of the California Department of Human Resources (CalHR). The Director of CalHR shall report these findings to the Administration.

All disputes relating to this Article are not grievable or arbitrable.

MK  
~~David~~  
~~W. S.~~  
M. M. M.  
Tommy  
D. S.  
S. S.  
H. S.  
J. S.  
J. S.  
J. S.





Union Proposal

Master Table

Date \_\_\_\_\_

TH

Proposal No: 1

7.31.19  
4:29 PM

State

The Union proposes the following rollover language:

5.18 Budget Solutions Task Force

SEIU Local 1000 (the Union), the California Department of Human Resources, the Department of Finance, and the Department of General Services agree to continue the Contracting Task Force ("Task Force") established by the June 21, 2012 Side Letter Agreement, with the goal of achieving real savings by:

- Identifying priority contracts to review and analyze the data available from DGS State Contract and Procurement Registration System (eSCPRS). Additional contracts may be requested by the Contracting Task Force;
- Reducing the use of contractors and contract employees performing work that could be appropriately performed at less expense to the State by state employees;

W. Wacker  
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Will

Karen Jeffers

Brad Wall

Rita Lopez

Wendy

Ronald

L. Leum

M. J. Pender

Bridgette Pean

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S. S. H.

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Hayden

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Mary Hult

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- Developing plans to transfer work currently performed by outside contractors to state employees; and
- Reducing the cost of contracts.

The Union and the State shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the Contracting Task Force shall be one (1) Task Force member selected by the Union and one (1) Task Force member selected by the State. The Union and the State shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Task Force members and employee subject matter experts shall serve without loss of compensation. The Task Force shall meet at least quarterly or more often as agreed to by the Task Force.

The Co-Chairs shall finalize the agenda at least 5 days in advance of the meeting. The Department of General Services shall be responsible to secure the actual contracts that will be evaluated during the Task Force meetings.

The Task Force will make recommendations regarding its findings with respect to which contracts may be cancelled or reduced by the State as a budget solution. The Task Force

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shall produce an annual report, by June 30th identifying contracts which have been reviewed by the Task Force. This report shall include which contracts have been reviewed, what the recommendation was for the contract, an explanation of why a contract was not submitted to be cancelled or reduced, and what actions were taken by the State.

State

*you wanted  
800  
TRIN  
Karan pfb.*

*Bruce W. Lee  
Robert Veyon  
Mark Skett  
Camarat  
Klamm  
Miguel Corbin  
Bridget Pease*

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KTB  
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Union Proposal

Bargaining Unit 14

Date 7/30/19  
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

**5.18.14 Joint Labor Management Committee (JLMC) –  
Office of State Publishing (OSP) (Unit 14)**

The parties agree to establish a JLMC to make recommendations on the future of the printing trades in Bargaining Unit 14.

The committee will focus on industry trends for the future growth of OSP through technological innovation, digital media production, web-to-print applications, equipment, and training.

The committee shall be comprised of four (4) union representatives and four (4) management representatives.

Union representatives shall serve without loss of compensation.

TA SEIU Local 1000

*Rob Affega*

*Edward Sage*

*Russell Johnson*

TA 7/30/19 @ 2:50

*Steph Williams*

*Alan John*

*Walt W*

*Brian J. Jones*

*Abdullah Smith*

*Cecilia E. Greenwald*



Union Proposal

Bargaining Unit 15

Date 8/2/19  
@ 2:47

Proposal No: 2

The Union proposes the following language:

**5.18.15 Food Service Workers Task Force Joint Labor Management Committee (Unit 15)**

The State agrees to establish a Joint Labor Management Committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by the food service workers who work in the California Department of Corrections and Rehabilitation (CDCR), the Department of State Hospitals (DSH), the Department of Developmental Services (DDS), the California Department of Veterans Affairs (DVACalVet), the California Department of Corrections and Rehabilitation – California Correctional Health Care Services (CDCR-CCHCS), and the <sup>stet</sup> California Department of Education (CDE). Topics include but shall not be limited to recruitment and retention, duties performed, equipment operated, and individual food service worker requirements unique to individual worksites. No less than thirty (30) calendar days prior to meeting, the Union shall notify the State of the departments that will attend the JLMC. Upon the Union's request, CalHR shall assist with notifying the departments of the meeting date(s).

TA 8/2/19  
3:19

Stacey Whitcomb

MO

Missy Gray

SEIU 1000  
Mandy  
Lisa Oberst  
2/11

8/2/19  
@ 2:48

start time, and meeting location. The Union shall provide the State with an agenda of the meeting no less than five (5) days prior to meeting, and Each party attending the committee may have up to five (5) representatives ~~and shall convene within no less than one hundred twenty (120) days of the ratification of the Contract by both parties.~~ The committee shall meet at least quarterly. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a reasonable amount of State paid release time. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

*Man...  
Lisa DeBorast  
2/11*

TA'd 8/2/19  
SM 3:19  
MO  
CWK

TA  
Local 1000  
7/25/19  
@ 1321



Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

*[Handwritten signature]*

**The Union proposes the following rollover language:**

**5.18.20 - Labor/Management Committee, California School for the Deaf, Riverside (Unit 20)**

At the California School for the Deaf, Riverside, management and the Union will hold regular meetings to address workplace issues pursuant to Article 5, section 5.10, Labor Management Committee.

*Karen Franklin*  
*Wm*  
*Thomas J. Heyman*  
*John Parks*  
*W.D.W.*

TA @ 132R  
7/25/19  
Annetta Kahn

*[Handwritten signature]*  
*[Handwritten signature]*  
*Janelle Stewart*  
*Hilda Herrera*

STATE

5:19 PM T/Ad



Union Proposal  
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

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J. [unclear]  
W. [unclear]  
M. [unclear]  
C. [unclear]  
T/A  
A/R

The Union proposes the following rollover language:

**5.19.3 BU3 Classification and Compensation Committee (Unit 3)**

The purpose of the committee shall be for SEIU Local 1000, Bargaining Unit 3 and the State to discuss topics related to compensation, classification, credentialing and related issues as they affect the recruitment and retention of highly skilled educators in State service.

The committee shall include three standing members named by the Union and at least one representative each for CalHR, CDCR and CDE. By mutual agreement, additional representatives selected by the Union and by CalHR will join the committee on behalf of rank and file and management in the following departments and divisions: CDCR/OCE, CDCR/DJJ-ESB, CDE, DDS, DSH, and DOR. Expert witnesses may also be invited by the committee.

The committee shall be co-chaired by one individual selected by the Union and one individual selected by CalHR. The Union and CalHR will agree on the agenda for each meeting at least

*Handwritten initials:*  
C/H  
A/R



STATE  
by *Jennifer Wagner*  
*Wagner*

*James*  
*James*

*James*  
*James*

14 days in advance. The State shall send representatives with expertise relevant to the subjects on the agenda for each meeting. The committee shall, by mutual agreement, determine the meeting schedule and ground rules. The committee shall meet at least once every three months, and shall convene its first meeting no later than 90 days after ratification of the MOU.

The State agrees that Union representatives and expert witnesses shall serve on the committee with no loss of compensation or benefits. The State shall not incur any costs associated with travel expenses as a result of participation in the committee.

*MA*  
*SK*

The Union and the State agree to address the following subjects, without excluding issues that may arise while the current MOU is in effect, and to endeavor to resolve challenges:

1. Cross-training and career mobility for credentialed educators
2. Applicability and standardization of the academic compensation model to all BU3 classifications, including librarians
3. Standardization of CDCR teacher salary schedules

*MA*  
*SK*  
*SK*

STATE

4. Differentials and stipends

5. Succession planning

*Lygg*  
*Ugginn Jón*  
*Guðmundur*

*Allyssa*

*Allyssa*  
*Allyssa*

*TRIA*

*Suzanne Knapp*

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Union Proposal

Bargaining Unit 1

Date 7/15/19 2:23pm

Proposal No: 1

The Union proposes the following language:

**5.20.1 Information Technology Joint Apprenticeship**

**Committee Joint Labor Management IT Training Committee**

**The Information Technology Joint Apprenticeship**

**Committee (IT JAC) will replace the Joint Labor**

**Management IT Training Committee.** The Joint Labor

Management IT Training Committee will be established no later

than sixty (60) days following completion of the revised IT

classification specifications, and adoption of the classes by the

SPB.

The Joint Labor Management IT Training Committee ~~The~~

**Information Technology Joint Apprenticeship Program** will

consist of eight (8) members: four (4) management members

selected by the State CalHR and four (4) Union members

selected by the Union. Dates and times of meetings and

agendas shall be mutually determined by the members of the

committee. The purpose of the committee is to **provide** review

training programs for IT classifications, (e.g., entry-level, career

TA SEIU Local 1000  
8/5/19 @ 4:53pm

*[Handwritten signatures and names on the left side of the page, including names like James Z...*

*[Handwritten notes and signatures on the right side of the page, including '8-5-19 4:53pm', 'TA', 'State', and several illegible signatures.]*

development and project management). Training will encompass both internal/external department-specific and outside vendor sources.

The committee will research all available sources for IT training, review the program for appropriate usage and make recommendations to State departments for their use.

The committee will meet at least every two (2) months.

Members of the committee will be granted state release time for all committee meetings.

TA SETU Local 1000

*James Jones*  
~~James Jones~~  
*John Rhodes*  
*Catalina Allen*  
*Harry Price*  
*J. R. Phillips*  
*Karen Devoll*  
*Dean D. Coy*  
*Neal Galt*  
*Delores Bonner*  
*Vijay Kumar*  
*James E. Moore*  
*Crystal M. Cray*  
*Blair J. Mott*  
*Ashli L. Byars*  
*[Signature]*  
*Russell Johnson*  
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State

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Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

5.21.1 IT Reclassification Committee (Unit 1)

Negotiations between the parties will continue under the provisions of the Article 14.1.

4:46 PM  
8-5-19

*Handwritten notes:*  
A circle containing "T.A." with an arrow pointing to the word "State" written below it.

TA SEIU Local 1000

*Handwritten signatures and names:*  
800  
James Zues  
Harry Price  
Walt  
Apolo L. Byr  
Valerie Bonner  
Caray M. Alts  
Jean D. Coff  
Joy R. Ph. Ltd  
John E. W. W.  
Karen Devell  
Neal O. Baker  
Joyce Whitehill  
Brent M. W.  
M. O. Cray  
Russell Johnson  
M. F. S.

*Handwritten signatures and names:*  
S. San  
adute  
C. J.  
K. A. Sch  
Susan Devery  
Kathy DeRoss



Union Proposal  
Master Table

Date \_\_\_\_\_

8/20/19 8:57 PM  
Proposal No: 2

TA

The Union proposes the following language:

5.X Joint Task Force on the Future of Work and Civil Service

State

Handwritten signatures on the left side of the page, including names like Robert, James, and Brooke.

Executive Order N-11-19 established the Future of Work Commission to make recommendations for the kinds of jobs Californians may have in the future. The impact of technology on work, workers, employers, jobs, and society is a focus of the Commission's work. The Commission will study the best way to preserve good jobs, ready the workforce for the jobs of the future through lifelong learning, and ensure shared prosperity for all.

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The Union and the State agree to establish a Joint Task Force (JTF) to provide recommendations to the Future of Work Commission as follows:

Handwritten signatures on the right side of the page, including names like Name PTH, Cecilio, Guy, and others.

- Provide a list of positions in civil service and represented by Local 1000 that may be affected by new and emerging technologies in the future that the Commission may wish to include in its study.

- Propose workforce development, training, education, and apprenticeship program ideas for state employees for consideration by the Commission.

The State and the Union shall each designate one (1) co-chair.

The JTF shall consist of no more than five (5) management representatives selected by the department head or designee and no more than five (5) Union representatives selected by the Union. By mutual agreement the size of the JTF may be adjusted. Upon mutual agreement subject matter experts may be invited as needed to attend the meetings and provide expertise. JTF members and employee subject matter experts shall serve without loss of compensation.

The JTF shall meet monthly but may adjust the schedule by mutual agreement. The first meeting shall take place no later than sixty (60) days after the ratification of the Contract. The Task Force shall complete its work and submit a letter or report of its recommendations to the Commission by February 1, 2020.

UGW called  
 M...  
 K...  
 R...  
 Robert...  
 James...  
 T...  
 P...  
 M...  
 B...  
 Brooke...

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 JTK  
 DH  
 J  
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Union Proposal

Master Table

Date 5/20/19

TA

5/20/19

Proposal No: 1

Slack

Wacker

800

The Union proposes the following rollover language:

1:44m

6.1 Purpose

A. This grievance procedure shall be used to process and resolve grievances arising under this Contract 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 promptly.

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Union Proposal

Master Table

Date 8/20/19

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Proposal No: 1

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The Union proposes the following rollover language:

**6.2 Definitions**

A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the express terms of this Contract.

B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract 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 the Union, an employee, or the State.

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E. A "Union representative" refers to a Union steward or staff representative or a bargaining unit council representative.

F. A grievance conference is a meeting that can be held at any step of the grievance process in an attempt to settle the grievance.

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Brad Walker  
Robert Vega  
Mara Skott  
K. Cant  
K. Loun  
Myel Cole  
Sandra Perry

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Union Proposal  
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The Union proposes the following rollover language:

**6.3 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.

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*TRIN*  
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*Brad...*  
*Rob...*  
*Marc...*  
*K. Cant*  
*A. Rene*  
*Myr...*  
*Dick...*

*8/20/19*  
*1:46 PM*  
*(TH) Stark*

*Paul...*  
*SSU*  
*Heather*  
*David...*  
*Donna...*  
*Jason...*  
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Union Proposal

Master Table

Date 8/20/19

Proposal No: 1

The Union proposes the following rollover language:

**6.4 Waiver of Steps**

The parties may mutually agree to waive any step of the grievance procedure. 8/20/19

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SSA

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Kara  
Stacy  
Dennis

Maria Polito  
Whisper  
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Susan Davis  
Jill  
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Gregory J. Crotty

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Union Proposal

Master Table

Date 8/20/19

Proposal No: 1

The Union proposes the following rollover language:

**6.5 Presentation**

At any step of the grievance procedure, the State representative, grievant(s), Union representative or the Union steward may request a grievance conference. The grievant(s) and steward(s) shall attend without loss of compensation.

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*V. Allen*

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*Brook Penn*

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*Donna Rhodes*  
*Cecilia E. [Signature]*

*Maria Polito*

*Diana Dawey*

*[Signature]*

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*[Signature]*











Union Proposal

Master Table

Date 8/20/19

Proposal No: 1

The Union proposes the following rollover language:

**6.8 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 thirty (30) calendar days after receipt to the department head or designee.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to SEIU Local 1000 headquarters.

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*Gregory*  
*Gregory*  
  
*Donna*  
*Donna*



Union Proposal

Master Table

Date 8/20/19

Proposal No: 1

The Union proposes the following rollover language:

**6.9 Formal Grievance – Step 3**

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the CalHR or designee. The Union shall concurrently send a copy of the grievance appeal cover letter to the affected department(s).
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the CalHR or designee shall respond in writing to the grievance.

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Union Proposal

Master Table

Date 8/20/19

Proposal No: 1

The Union proposes the following rollover language:

6.10 Response

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

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Karen Affis

Brad Waller

Robert Dey

Mandy Hill

Robert

A. Leona

Miguel Castro

Brooke Perrin

(TH)

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John G

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Dustin Dewey

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Union Proposal

Master Table

Date 8/20/19

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The Union proposes the following rollover language:

**6.11 Formal Grievance – Step 4**

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*TKM*  
*Mar Walker*  
*John Walker*  
*Robert Segar*  
*Michelle*  
*Dennis Zee*  
*Russ Krum*  
*Christ*  
*Brad Willet*  
*Bridget Peew*

A. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third level response, the Union shall have the right to submit the grievance to arbitration. If the grievance is not submitted to arbitration within thirty (30) calendar days after receipt of the third level response, it shall be considered withdrawn.

B. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, the Union shall contact the State to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator within forty-five (45) calendar days after the request to select an arbitrator has been served, the Union may request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators. Within fifteen (15) calendar days

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*Stacy Miral*  
*Dennis*  
*Industry*  
*John Dury*  
*Jeff Kase*  
*Kyross*

*Paul*  
*James Polito*  
*Gregory J. Cretney*  
*Carla E. Greenwald*  
*Bob*  
*Bob*

after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.

Stak

C. The arbitration hearing 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, unless the parties mutually agree to a different arrangement.

D. An arbitrator may, upon request of the Union and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her 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 section 6.2 (A) of this Article shall be

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subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

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Mandata  
H. Green  
Robt. Vega  
M. Cole  
James Z  
Lisa Brown  
K. Cant  
Brad Willis  
Brooke Peew

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Union Proposal

Master Table

Date 8/20/19

Proposal No: 1

The Union proposes the following rollover language:

**6.13 AWOL Hearing Back Pay**

In any hearing of an automatic resignation (AWOL) pursuant to Government Code section 19996.2, the hearing officer shall have the discretion to award back pay. Once adopted by the CalHR, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this Contract, nor may it otherwise be appealed to a court of competent jurisdiction. This provision does not alter or affect the right to bring a legal challenge or appeal of the other aspects of the hearing officer's decision as provided in law. This does not otherwise limit or expand any other authority of the hearing officer under Government Code section 19996.2.

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Gregory/Cutt  
Celia  
John  
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Dunbar  
Domagala  
Name: [unclear]





Union Proposal

Master Table

Date 8/20/19

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Proposal No: 1 1:58 pm

The Union proposes the following rollover language:

**6.14 Mini-Arbitration Procedure**

The parties agree to continue to participate in a pilot program of an expedited (mini) arbitration process. The pilot program shall continue for the duration of the agreement.

A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that a mini arbitration hearing date shall be scheduled at least four (4) times in a fiscal year. The parties agree to meet within forty-five (45) days from the date the legislature ratifies this MOU to select four (4) dates for this mini-arbitration process. The parties may cancel or add additional dates by mutual agreement.

B. Within forty-five (45) days of this Agreement's ratification by the Legislature, the parties shall appoint a standing panel of four (4) arbitrators for the mini-

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more than one (1) spokesperson to present their case to the arbitrator. In addition, each party shall be limited to two (2) witnesses per case unless by mutual stipulation, in which case, the parties may call additional witnesses.

4. The arbitrator shall make his/her decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. There shall be a stenographic record or transcripts of the hearings.
5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.
6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.

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7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, or any agreements supplementary thereto, but shall limit the decision to the application of the Contract to the facts and circumstances at hand.

8. The parties are limited at the expedited arbitration to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process and either party may also introduce new documents or facts provided that such materials are submitted to the other party at least ten (10) days prior to the hearing.

D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.

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Union Proposal  
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Proposal No: 1

8/19/19

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The Union proposes the following rollover language:

7.1 Holidays

A. Full-time and part-time employees, except civil service exempt Unit 3 employees in the California Department of Education (CDE), shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.

B. Premium holidays shall include: January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day, and December 25.

Regular holidays shall include: the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

The holidays are observed on the actual day they occur with the following exceptions:

1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled

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is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour for hour) basis.

- E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.
- F. An employee shall accrue eight (8) hours of holiday credit when an observed premium or regular holiday falls on the employee's regularly scheduled day off and the employee is excused from work.
- G. When a full-time employee in Work Week Group 2 is required to work on a premium holiday, the employee shall receive eight (8) hours of holiday credit and one and one half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday

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credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion. The premium holidays to which this compensation applies are January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day, and December 25.

1. Holiday premium pay, calculated at one and one-half ( $1\frac{1}{2}$ ) times the applicable hourly rate for hours worked on January 1, last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25, shall count towards any premium overtime compensation earned during the same workweek. Section K satisfies the provision of Article 19.2 Overtime.
2. Notwithstanding subdivision B above, when a premium holiday falls on a Sunday and the employee is required to work on the Sunday, the employee shall be paid one and one-half ( $1\frac{1}{2}$ ) times for all hours worked. Employees shall not receive one and one-half ( $1\frac{1}{2}$ ) times for hours worked on the Monday following the Sunday holiday.

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When a full-time employee in Work Week Group 2 is required to work on a regular holiday, the employee shall receive eight (8) hours of holiday credit and their regular hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

H. Work Week Group E or SE Employees: If a full-time employee is required to work on a premium holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off. The premium holidays to which this compensation applies are January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25.

Work Week Group E or SE Employees: If a full-time employee is required to work on a regular holiday, the employee shall receive regular rate of pay and eight (8) hours of holiday credit. The regular holidays to which this compensation applies are the third

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Monday in January, the third Monday in February,  
March 31, November 11, and the day after  
Thanksgiving.

- I. When a part-time employee in Work Week Group 2 is required to work on a premium holiday, the employee shall receive a prorated amount of holiday credit as specified in the chart below and one and one half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion. The premium holidays to which this compensation applies are January 1, the last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25.

When a part-time employee in Work Week Group 2 is required to work on a regular holiday, the employee shall receive a prorated amount of holiday credit as specified in the chart below and their regular hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion. The holidays to which this compensation applies are the third Monday in January, the third

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L. Employees shall receive compensation for holidays in accordance with the following:

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

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| TIME BASE | HOURS OF MONTHLY VACATION OR ANNUAL LEAVE CREDIT PER VACATION GROUP |      |      |       |       |       |       |       |       | HOURS OF MONTHLY SICK HOLIDAY CREDIT |
|-----------|---|------|------|-------|-------|-------|-------|-------|-------|--------------------------------------|
|           | 7   | 10   | 11   | 12    | 13    | 14    | 16    | 17    | 18    |                                      |
| 9/10      | 6.30  | 9.00 | 9.90 | 10.80 | 11.70 | 12.60 | 14.40 | 15.30 | 16.20 | 7.20                                 |
| 7/10      | 4.90  | 7.00 | 7.70 | 8.40  | 9.10  | 9.80  | 11.20 | 11.90 | 12.60 | 5.60                                 |
| 3/10      | 2.10  | 3.00 | 3.30 | 3.60  | 3.90  | 4.20  | 4.80  | 5.10  | 5.40  | 2.40                                 |
| 1/10      | 0.70  | 1.00 | 1.10 | 1.20  | 1.30  | 1.40  | 1.60  | 1.70  | 1.80  | 0.80                                 |
| 7/8       | 6.13  | 8.75 | 9.63 | 10.50 | 11.38 | 12.25 | 14.00 | 14.88 | 15.75 | 7.00                                 |
| 3/4       | 5.25  | 7.50 | 8.25 | 9.00  | 9.75  | 10.50 | 12.00 | 12.75 | 13.50 | 6.00                                 |
| 5/8       | 4.38  | 6.25 | 6.88 | 7.35  | 8.13  | 8.75  | 10.00 | 10.63 | 11.25 | 5.00                                 |
| 1/2       | 3.50  | 5.00 | 5.50 | 6.00  | 6.50  | 7.00  | 8.00  | 8.50  | 9.00  | 4.00                                 |
| 3/8       | 2.63  | 3.75 | 4.13 | 4.50  | 4.88  | 5.25  | 6.00  | 6.38  | 6.75  | 3.00                                 |
| 1/4       | 1.75  | 2.50 | 2.75 | 3.00  | 3.25  | 3.50  | 4.00  | 4.25  | 4.50  | 2.00                                 |
| 1/8       | 0.88  | 1.25 | 1.38 | 1.50  | 1.63  | 1.75  | 2.00  | 2.13  | 2.25  | 1.00                                 |
| 4/5       | 5.60  | 8.00 | 8.80 | 9.60  | 10.40 | 11.20 | 12.80 | 13.60 | 14.40 | 6.40                                 |
| 3/5       | 4.20  | 6.00 | 6.60 | 7.20  | 7.80  | 8.40  | 9.60  | 10.20 | 10.80 | 4.80                                 |
| 2/5       | 2.80  | 4.00 | 4.40 | 4.80  | 5.20  | 5.60  | 6.40  | 6.80  | 7.20  | 3.20                                 |
| 1/5       | 1.40  | 2.00 | 2.20 | 2.40  | 2.60  | 2.80  | 3.20  | 3.40  | 3.60  | 1.60                                 |

An employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State

State  
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service.

M. Holiday credit may be requested and taken in fifteen (15) minute increments.

N. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.

O. Upon termination from State employment, an employee shall be paid for unused holiday credit.

P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.

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*[Handwritten signatures: Myel Chin, Budge Parni]*

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SEIU 1000  
7/25/19  
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Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

**The Union proposes the following rollover language:**

**7.2.20 Holidays – State Special Schools (Residential Counselors and Night Attendants) (Unit 20)**

This section applies only to the Residential Counselors and Night Attendants at the State Special Schools, California Department of Education.

An employee regularly scheduled to work more than eight (8) hours on a day which is a State holiday and which is observed by the school the employee works at shall be allowed, at his/her request, to work the hours that are in excess of eight (8) hours on another day(s) within the same workweek.

Management retains the right to schedule the hour(s) and day(s) on which the employee will work when the employee exercises this option.

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Patricia Flynn

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Annita Kahn

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Union Proposal  
Master Table

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Proposal No: 3

The Union proposes the following rollover language:

8.1 Vacation/Annual 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 forty-two (42) hours of vacation credit. Less than full-time employees shall be allowed, on a pro-rata basis, the fractional part of the bonus vacation credit. Thereafter, for each additional qualifying monthly pay period, full-time employees shall be allowed credit for vacation with pay on the first day of the following month 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 |
| 241 months and over    | 14 hours per month |

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the continued use of any sick leave accrued as of the effective date of this Agreement.

E. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn Vacation/Annual Leave credits as set forth under subsection A above or C respectively. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

F. Less than full-time and hourly employees shall accrue proportional Vacation/Annual Leave credits, in accordance with the chart shown in section 7.1 (L) of this Contract.

G. Vacation/Annual Leave accrual for employees in multiple positions will be computed by combining all positions, 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.

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H. Annual Leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.2, Sick Leave, of this Contract.

I. Work Week Group 2 employees may take Vacation/Annual Leave credits in fifteen (15) minute increments.

J. Work Week Group 2 employees are authorized to use existing fractional Vacation/Annual Leave hours that may have been accumulated.

K. Subject to operational needs, the time when Vacation/Annual Leave shall be taken by the employee shall not be unreasonably denied. Employee Vacation/Annual Leave requests shall be submitted and granted or denied in writing in a timely manner. Vacation/Annual Leave can only be cancelled when unanticipated operational needs require it.

L. Vacation/Annual Leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same Vacation/Annual Leave time and approval cannot be given to all employees requesting it, employees shall

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salary for compensable injury; (4) was prevented by department regulations from taking Vacation/Annual Leave until December 31 because of sick leave; or (5) was on jury duty.

N. By June 1 of each calendar year those employees whose Vacation/Annual Leave balance exceeds, or could exceed by December 31, the Vacation/Annual Leave cap of subsection M must submit to their supervisor for approval a plan to use Vacation/Annual Leave to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient Vacation/Annual Leave to reduce the employee's Vacation/Annual Leave balance or potential balance on December 31 below the cap specified in subsection M.

O. Upon termination from State employment, the employee shall be paid for accrued Vacation/Annual Leave credits for all accrued Vacation/Annual Leave time.

P. An employee who returns to State service after an absence of six (6) months or longer, caused by a

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permanent separation, shall receive a one-time vacation credit 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.

Q. Employees may be permitted annually to cash out up to eighty (80) hours of accumulated Vacation/Annual Leave as follows:

On or before May 1 of each year, starting in the 2017 calendar year, each department head (Director, Executive Officer, etc.) or designee will advise department employees whether the department has funds available for the purpose of cashing out accumulated Vacation/Annual Leave. In those departments that have funds available, employees will be advised of the number of hours that may be cashed out, not to exceed eighty (80) hours. Employees who wish to cash out Vacation/Annual Leave must submit a written request during the month of May to the individual designated by the Department Director. Departments will issue cash payments

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for cashed out Vacation/Annual Leave during the month of June.

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Union Proposal  
Master Table

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Proposal No: 2

**The Union proposes the following language:**

**8.2 Sick Leave**

A. 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 which is determined by a physician to require absence from work;
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 mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother, sister, or any

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person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

a. Labor Code 245.5 defines family member as any of the following: a child, meaning a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, as well as a spouse, registered domestic partner, grandparent, grandchild and a sibling.

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5. Labor Code 246.5 allows the use of sick leave for an employee who is a victim of domestic violence, sexual assault, or stalking.

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B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.

C. Credit for less than full-time employees shall be computed as follows:

1. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in Article 7.1 (L).

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2. Multiple positions under this rule:

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a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;

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b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for [eight (8) hours per pay period] full-time employment credit.

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D. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:

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1. The employee has a demonstrable pattern of sick leave abuse; or
2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person

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would also believe the absence was for an unauthorized reason.

The State recognizes the confidential nature of the relationship between the health care provider and patient and if verification is required it shall be limited to the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences. If the department head or designee does not consider the verification adequate, the request for sick leave may be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

- E. An employee will not be denied the right to use sick leave or be subject to any type of corrective or disciplinary action, or in any manner discriminated against for using or attempting to exercise his/her right to use sick leave based solely on the amount of use.
- F. Sick leave may be accumulated without limit.

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G. Sick leave may be requested and taken in fifteen (15) minute increments.

H. 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 a full-time 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 full-time employee's prior unused sick leave balance is restored.

I. When an employee's sick leave balance is zero, other leave credits such as vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

J. Time during which an employee is excused from work because of sick leave shall not be considered

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as time worked for purposes of calculating overtime.

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K. Disabled Veterans Credit

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1. 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 service-connected disability. Credit for sick leave granted under this paragraph shall be credited to qualifying officer or employee on the first day of employment and shall remain available for use for the following twelve (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 the rules adopted by the department.

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2. In addition to any other entitlement for sick leave with pay, a state officer or employee who serves as a member of the ~~Capital~~ National Guard or Federal Military Reserve Force who is called up to active service and as a result sustains a

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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 service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualified 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 under 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.

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possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

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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 his/her aunt, uncle, niece, nephew, or immediate family members of domestic partners as defined in paragraph A above. 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.

C. 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

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Union Proposal

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Date 8/8/2019

Proposal No: 1

The Union proposes the following rollover language: TA

**8.5 Adoption Leave**

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A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one year. The employee may be required to provide substantiation to support the employee's request for adoption leave.

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- A. During the period of time an employee is on adoption leave, he/she shall be allowed to continue their health dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.
- B. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

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Union Proposal  
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Date 8/20/19

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The Union proposes the following rollover language:

8.6 Union Leave

A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a Union bargaining council representative, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. Union leave may also be granted during the term of this Contract at the discretion of the affected department head or designee in accordance with the following:

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1. The union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.
2. Any denial of union leave must be made in writing to the Union, with an explanation for the denial.
3. The union leave request form shall be signed by either the SEIU Local 1000 President or

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designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to CalHR.

4. A union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

5. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-five percent (35%) of the affected employee's salary, for all the time the employee is off on a union leave, within sixty (60) days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process.

6. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's appointing power.

7. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the

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The Union proposes the following rollover language:

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8.7 Unpaid Leave of Absence

A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.

B. Except as otherwise provided in subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

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C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:

1. Union activity;
2. For temporary incapacity due to illness or injury;
3. To be loaned to another governmental agency for performance of a specific assignment;
4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
5. Education;
6. Research project;
7. Personal or family matters; or
8. Run for public office.

D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.

E. A leave of absence shall be terminated by the department head or designee:

1. At the expiration of the leave; or

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2. Prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

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The Union proposes the following language:

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**8.8 Transfer of Leave Credits, Work and Family Program  
(Catastrophic Leave)**

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The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

*Wagner*

- A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), brother, sister, or other person residing in the immediate household.

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B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.

C. For the purposes of transferring leave credits the following definitions shall apply:

1. Sick leave credits cannot be transferred;
2. The receiving employee has exhausted all leave credits;
3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave. Special School exempt employees may transfer personal

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Unused donations shall be returned to the appropriate donor;

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9 This section is not subject to the grievance, arbitration and AWOL procedures Article of the Contract.

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The Union proposes the following rollover language:

**8.9 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:

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;
- C. 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;
- D. The donations must be a minimum of one (1) hour and thereafter, in whole hour increments and credited as vacation;

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Union Proposal

Master Table

Date 8/8/2019

TA 8/8/19

Proposal No: 1

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*800*

The Union proposes the following rollover language:

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**8.10 Release Time for State Civil Service Examinations**

A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two (2) working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change or shift modification request from an employee when an exam is outside of the employee's normal work schedule.

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*Gregory J. Cretto*

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*Brad Wilson*  
*Robert Jones*

*Mark Hill*

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*George Rice*

B. Authorized release time for reasonable travel time to and from the examination site shall be granted by the department. In cases where the examination site is in another city, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane versus ground transportation) and that results in the least disruption to the employer.

C. This sub-section applies to Unit 14, 15, 17 (level of care), and 20 (level of care) only. Reasonable time off shall include time to wash up or shower, and change clothes at or within close proximity of the worksite.

D. Costs associated with travel will not be paid by the State.

E. If the examination is provided electronically, the employee, upon receiving approval from his/her supervisor, shall be allowed a reasonable amount of time to use state owned property to register for and complete the examination during his/her normal working hours with no loss of compensation.

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*Greg Burghard*

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Union Proposal

Master Table

Date 8/8/2019

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8-8-19

Proposal No: 1

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The Union proposes the following rollover language:

**8.11 Release Time for State Personnel Board Hearings**

A. Upon two (2) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either:

1. A party to the hearing proceedings, e.g., an appellant; or
2. Is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board.

B. The State shall attempt to accommodate a shift change request from an employee involved in 1 or 2 above on the day of a State Personnel Board hearing.

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Union Proposal

Master Table

Date 8/8/2019

Proposal No: 1

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The Union proposes the following rollover language:

**8.12 Leave Credits Upon Transfer in State Service**

All employees shall, upon transfer in State service, transfer with all accumulated vacation, annual leave, personal leave, personal days, and sick leave credits.

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Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

**8.13.17 Court Appearance and/or Court Subpoenas (Unit 17)**

A. Whenever an employee is served with a court subpoena which compels his/her presence as a witness, unless he/she is a party or an expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearance. The time authorized and used by a Unit 17 employee who is required by the State to prepare and testify as a witness, shall be considered as time worked.

B. A Bargaining Unit 17 employee shall be granted reasonable state release time for appearances before the Board of Registered Nurses if the employee is exonerated of all charges.

C. This action shall not be applicable to appearances

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for which the employee receives compensation in excess of his/her regular pay.

- D. In the event an employee is a party to the legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of his/her accrued CTO, personal, annual, vacation or unpaid leave.
- E. Upon request, and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 a.m. to 5:00 p.m. may be placed on an existing work schedule or shift that coincides with the time he/she is required to be available in accordance with the provisions of A above.

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Union Proposal

Master Table

Date 8/8/2019  
11:57

Proposal No: 1

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The Union proposes the following rollover language:

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8.14 Jury Duty

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A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. For employees with a work schedule other than a Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule, the State shall make a temporary change in the employee's work schedule to a 5/8/40 Monday through Friday work week for no less than one (1) full week and, where necessary, additional full week increments until the employee is released from jury duty. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

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Danna Hurdley  
Susan Drury

B. Upon receiving notice or summons of jury duty, an employee shall immediately notify his/her supervisor and provide a copy of the notice or jury summons.

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- C. If an employee receives jury fees, the employee is required to remit to the State jury fees unless the employee elects to use accrued vacation leave, annual leave or compensating time off on jury duty.
- D. For the purposes of this Section, "jury fees" means received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.
- E. 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 grand jury. If approved by the department, provision B and C above apply.
- F. An employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

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Union Proposal  
Master Table

Date 8/23/19 10:25 AM

Proposal No: 2

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The Union proposes the following rollover language:

**8.15 Personal Leave Program (PLP) – Voluntary (Excludes 21)**

The State shall continue a Voluntary Personal Leave Program (PLP) for bargaining unit employees.

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 voluntary personal leave on the first day of the following monthly pay period for each month in the Voluntary PLP.

B. Each full-time employee participating in the Voluntary PLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to five percent (5%). In exchange, eight (8) hours of leave will be credited to the employee's Voluntary PLP monthly balance.

C. Personal leave shall be requested and used by the

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employee in the same manner as vacation/annual leave or personal necessity leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation/annual leave or personal necessity leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8 (Leaves).

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- D. An employee may accumulate no more than two hundred forty (240) hours of voluntary personal leave. When an employee reaches two hundred forty (240) hours of personal leave or would exceed two hundred forty (240) hours of personal leave with further accumulation, he/she shall be removed from the Voluntary PLP.
- E. When an employee is removed from the Voluntary PLP, he/she may not participate for a minimum of twelve (12) months and he/she is not eligible to re-enroll until his/her balance is reduced to a maximum of one hundred twenty (120) hours.
- F. 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

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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 (DOF), for the PLP, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, CalHR Deferred Compensation Program as permitted by federal and state law.

- G. 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.
- H. A State employee in the PLP shall be entitled to the same level of State employer contributions for

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health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the PLP not occurred.

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- I. The PLP 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.
- J. The PLP 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.
- K. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- L. The PLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- M. The PLP shall be administered consistent with the existing payroll system and the

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policies and practices of the SCO.

N. Employees on SDI, IDL, or workers' compensation for the entire monthly pay period shall be excluded from the PLP for that month.

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Union Proposal  
Bargaining Unit 21

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**8.15.21 Personal Leave – Voluntary (Unit 21)**

A. Each department may decide whether it intends to offer the Voluntary Personal Leave Program (VPLP). Participating departments will notify employees of any program conditions that they may establish (e.g., eligibility criteria, maximum carryover credits, operational limitations) and procedures for participation. Employee participation in the program shall be on a voluntary basis.

B. Except for "K" below, only permanent full-time employees are eligible to participate in the VPLP. Interested employees may only request either one (1) day (8 hours) or two (2) days (16 hours) personal leave per month with an equal reduction in pay. Approval or denial of the request shall be at the general discretion of the department and may vary within the department. A department

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may only approve either one (1) day (8 hours) or two (2) days (16 hours) personal leave. Salary ranges and rates shall not be affected because of VPLP participation.

C. Participating employees shall be credited with eight (8) or sixteen (16) hours of personal leave on the first day of the following monthly pay period the employee is in the VPLP.

D. Once approved, employees must remain in the program for twelve (12) months unless a department established a lesser time period. Once approved for the VPLP, an employee agrees to remain in the program for that time period. In the case of a financial hardship, an employee's request to cancel participation may be approved by a department on a case by case basis. The State reserves the right to cancel the program on a departmental, subdivisional or individual basis at any time with thirty (30) days notice to the employee.

E. Personal leave (including time accrued via the VPLP, personal leave program in effect from July 1,

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1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) shall be requested and used by the employee in the same manner as vacation or annual leave. Request to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees may not be required to use personal leave credits.

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F. At the discretion of the State, if funds become available, as determined by the Department of Finance (DOF), all or a portion of unused personal leave credit (including time accrued via the VPLP, personal leave program in effect from July 1, 1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) 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 applicant 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

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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. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, CalHR, Deferred Compensation Program as permitted by federal and state law.

- G. Participating employees shall be entitled to the same level of State employer contribution for health, vision dental, flex-elect cash option and enhanced survivor's benefits he or she would have received had they not participated in the VPLP.
- H. The VPLP 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 merit salary adjustment.
- I. The VPLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or

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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.

J. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the SCO.

K. Employees on EIDL, SDI, IDL or workers' compensation for the entire monthly pay period shall be excluded from the VPLP.

L. Continued participation in the program when an employee transfers to another department shall be at the discretion of the new department.

M. If any dispute arises about this VPLP, an employee or Union may file a grievance and the decision reached at the third step shall be final and not subject to the grievance arbitration clause of the Agreement.

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Union Proposal  
Master Table

Date \_\_\_\_\_

Proposal No: 1

8/19/19

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The Union proposes the following rollover language:

8.16 Family Medical Leave Act (FMLA)

A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA". The State and the Union recognize that on occasion it will be necessary for employees of the State to take job protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for a FMLA leave may include an employee's serious health condition, for the care of a child, spouse, domestic partner (as defined in Family Code section 297), or parent who has a serious health condition, and/or for the birth or adoption of a child.

B. For the purposes of providing the FMLA benefits the following definitions shall apply:

- 1. An eligible employee means an employee who meets the eligibility criteria set forth in

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Brook Walker  
Robert  
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Cecilia  
Vy Nguyen  
Mary Wertz  
Jeff Kue

[Signatures]



Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with section 8.8 and 8.2 of this Contract.

b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by section 8.8 of this Contract.

c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover a FMLA absence.

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C. An eligible employee shall provide certification of the need for a FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.

D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in Article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.

E. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve

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(12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.

F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.

G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with CalHR rules 599.608 and 599.609.

H. Any appeals regarding a FMLA decision should be directed to the department head or designee. FMLA is a Federal law and administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by the DFEH. FMLA/CFRA does not supersede any Article of this Contract which provides greater family and medical leave rights. This section is not subject to

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grievance or arbitration.

- I. The Union will be noticed when a denial is issued for the lack of one thousand two hundred and fifty (1,250) hours of service. A copy of the written denial shall be sent attn: SEIU Local 1000 Headquarters within thirty (30) days. Should the request for FMLA be denied, the reason for denial will be provided in writing within thirty (30) days to the employee.

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Union Proposal

Master Table

Date 8/8/2019

Proposal No: 1

8-8-19  
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3:19 PM

The Union proposes the following rollover language:

8.17 Mentoring Leave

A. Eligible employees may receive up to forty (40) hours of mentoring leave per calendar year to participate in mentoring activities once they have used 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 personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting mentoring leave. For example, if an employee requests two (2) hours of mentoring leave, he or she must have used two (2) verified hours of his or her personal time prior to

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receiving approval for the mentoring leave. Mentoring leave does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.

- C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor with verification of personal time spent mentoring from the mentoring organization.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. 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

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3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor's Mentoring Partnership, for a minimum of one (1) school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more. Department management may make exceptions to the one (1) school year commitment based on the mentor program that is selected.)

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F. An employee is not eligible to receive mentoring leave if:

1. He or she is assigned to a "post" position in the CDCR; or
2. He or she works in a level of care position in the DDS, DSH, CDE, CDCR or Veterans' Affairs (CDVA).

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G. Permanent part-time and Permanent Intermittent (PI) employees may receive a prorated amount of mentoring leave based upon their time base. For example, a half time employee is eligible for

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twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to one hundred sixty [160] hours) to earn 3.3 hours of mentoring leave.

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H. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in Article 6 of this Contract.

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Union Proposal  
Bargaining Unit 21

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

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Katy Duboss  
Annette Kern





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the employee's son, daughter, or any child the employee stands in loco parentis (to the child). Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

B. Family Crisis

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave. Family is defined as the parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household. If eligible, any family crisis leave that meets the definition of serious health condition will run concurrently with section 8.16 of this Contract, Family Medical Leave Act. The State shall consider requests from employees

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 Robert Dege  
 Max Spurr  
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 Brooke Pierr

to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract. Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor. The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

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Union Proposal

Master Table

Date 8/8/2019

Proposal No: 1

The Union proposes the following rollover language:

**8.19 Paid Time Off – Precinct Election Board**

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 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.

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Union Proposal  
Master Table  
Date 8/8/2019

Proposal No: 1

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The Union proposes the following rollover language:

**8.20 Blood Donation Programs**

Bargaining unit employees who donate blood, plasma, platelets and other blood products to certified donation centers may be allowed reasonable release time without loss of compensation when donations are made either at or in close proximity to the work site. Donation verification shall be provided upon request.

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Stronger Together

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Union Proposal  
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

Ben Burghes  
Justine

The Union proposes the following rollover language:

**8.21.3 9-12, 10-12, and 11-12 Leave (Unit 3)**

A. A department head may, upon request of an employee, grant a leave of absence:

1. Not to exceed ninety-five (95) calendar days to permanent or probationary civil service employees or
2. Not to exceed any three (3) pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees. These need not be consecutive pay periods. Such leaves shall be without pay for persons employed and paid under the provisions of CalHR regulation 599.666 and with deferred pay for persons employed and paid under the provisions of CalHR regulation 599.667.

B. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for

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merit and special in-grade salary adjustments, for seniority and for computation of months of total State service to determine changes in the monthly credit for vacation/annual leave. For all other purposes, leaves of absence granted pursuant to this section shall not be counted as qualifying service.

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- C. All Unit 3 employees, except civil service exempt teachers of the CDE, may request to utilize the 9-12, 10-12 or 11-12 plan.
- D. Affected departments will make every reasonable effort to grant 9-12, 10-12, 11-12 leave to qualified employees and 9-12, 10-12 or 11-12 leave plan requests shall not be unreasonably denied. Any denial will be accompanied by a reason in writing.

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- E. An employee returning from 9-12, 10-12, or 11-12 leave shall have the right to return to his/her former position. Every reasonable effort will be made to return the employee to the same position.
- F. For CDCR, OCE & DJJ employees on a 220 or equivalent day academic year, the following restrictions apply:

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1. Employees on the 220 or equivalent day schedule may not utilize the 9-12 option.
2. Prior to utilizing 10-12 or 11-12 leave the employee must apply and pay in advance so that each month of leave has been paid for by monthly pay reduction. Monthly pay will be reduced by 1/6 for a 10-12 and 1/12 for an 11-12 leave.
3. 10-12 leaves may be for non-consecutive pay periods.
4. Before approval for the 10-12 or 11-12 option, the employee will sign an agreement assenting to the 1/12 or 1/6 reduction in monthly pay and identifying the month or months to be taken off. The employee will also indicate understanding that a reconciliation will take place at the conclusion of the twelve (12) month period to account for actual days worked. This reconciliation could result in the employee owing money to the State or the State owing money to the employee because of the variation in number of work days in the months of the approved



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academic calendars in OCE and DJJ. Any debt owed by the employee will be repaid according to the applicable procedures.

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Allan Miller

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T. Kelly

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M. Chetani

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A. Knapp

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J. Bar



Union Proposal

Bargaining Unit 21

Date 7/30/19

Proposal No: 1

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The Union proposes the following rollover language:

**8.21.21 10-12 Leave (Unit 21)**

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*M. J. Cal  
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Chris [Signature]*

A. A department head may, upon the request of an employee, grant a leave of absence not to exceed two (2) consecutive pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees.

B. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for merit and special in-grade salary adjustments, for seniority, and for computation of months of total State service to determine a change in the monthly credit for vacation leave. For all other purposes, leaves of absence granted pursuant to this section shall not be counted as qualifying service.

C. All Unit 21 employees may request to utilize the 10-12 plan.

State

*Marian Gong Hui  
Annette Kahn  
Kully DeBos  
Guy [Signature]*



Union Proposal

Bargaining Unit 14

Date 7/30/19

@ 2:50

Proposal No: 1

**The Union proposes the following rollover language:**

**8.22.14 Vacation Calendar (Unit 14)**

A. A vacation schedule shall be established for employees by shift at each work location on a semi-annual basis, and distributed to all employees prior to the start of the semi-annual period. During the first quarter of the sixty (60) calendar day period just prior to the semi-annual period, each employee shall designate the vacation time (s) he/she desires. The supervisor shall ensure that any conflicts are resolved during the second quarter of the sixty (60) calendar day period.

B. Vacation requests made after the vacation schedule has been posted may be granted on a first-come, first-serve basis provided there is no interference with the scheduled vacations.

C. Each department head or designee will make every effort to act on vacation requests in a timely manner.

TA SEIU Local 1000  
*Robert Segal*  
*Edward [unclear]*  
*Russell Johnson*

TA 7/30/19 @ 2:50  
*Henry Olivares*  
*Colin [unclear]*  
*Usher [unclear]*  
*Kevin [unclear]*  
*Abdullah [unclear]*  
*Cecilia E. Greenwood*

D. Any denial of the 10-12 plan shall be accompanied by a reason in writing.

E. An employee returning from 10-12 leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code section 18522.

Myel Cole  
~~[Signature]~~  
Chris Humphreys

State  
Marian Gong Hui  
Annette Kahn  
Kelly DeLosa  
Sey Songgrat



Union Proposal

Bargaining Unit 20

Date 8/8/19

Proposal No: 3

The Union proposes the following rollover language:

**8.22.20 DSH Licensed Vocational Nurse (LVN) Vacation Scheduling (Unit 20)**

A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.

B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid subject to available posted vacation dates, one (1), two (2) or three (3) vacation period(s) for the upcoming calendar year as follows:

1. For one vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off

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Anita Jones  
Karen F. Klein  
Steve Charles  
Wfn  
Patricia J. Harmon

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Annette Fan  
J. S.  
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during the vacation year.

2. For three (3) vacation periods, each vacation period shall be for consecutive days. The three (3) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one (1) vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked. As each employee chooses his/her vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar.

3. For the purpose of subsection B, an employee's chosen vacation period may not exceed the employee's accrued vacation, annual leave, Personal Leave Program (PLP), furlough or Personal Development Days (PDD) time balance(s) at the time the vacation is to be taken.

C. Beginning December 1, employees may select time off on a first-come, first-serve basis from the

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remaining posted dates. If the selection is at least ten (10) calendar days prior to the first selected day off, the selection shall be granted. Requests for time off with less than ten (10) calendar days notice may be granted. For use of the personal holiday, selection from the remaining posted dates shall be granted if made at least five (5) days in advance. For the purpose of this subsection, an employee may use annual leave, vacation, CTO, holiday time, or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this subsection, if two (2) or more employees simultaneously request the same time off and all requests cannot be granted, employees shall be granted their preferred time off by lot.

D. Employees who successfully bid a vacation during the period mentioned in subsection B, October 15 through November 15, and are subsequently involuntarily transferred from the program or shift on which the vacation was bid shall retain that vacation period. If the employee is involuntarily transferred as a result of disciplinary action and there are no

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Annette Kern

available posted dates which coincide with the employee's vacation period and the posted dates cannot be increased, the employee may choose one of the following:

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1. Bid another available vacation period; or
2. Bump previously approved Unit 20 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or
3. Cancel the vacation.
4. Vacations scheduled under this subsection shall be considered to be bid vacations.

E. Time off under this section will be cancelled only in the event of emergency or unanticipated staffing shortage. In the event that cancellation becomes necessary, such cancellations shall be in accordance with and in the order of the following:

1. Volunteers,
2. Time off requested after December 1, with the last request being the first cancelled.

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Annette Lee

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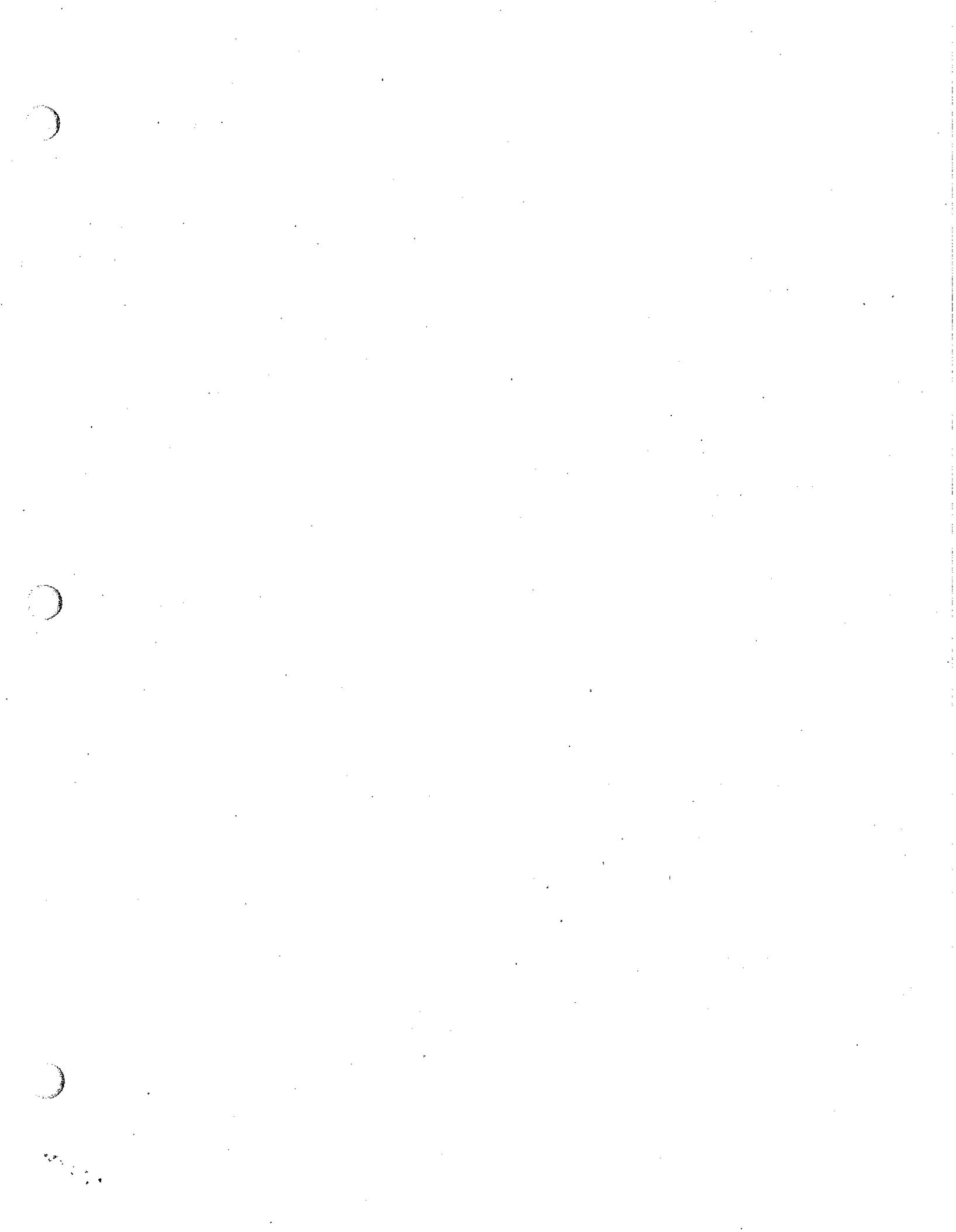


3. Bid vacations by inverse seniority.

- F. Nothing in this section shall prevent the granting of time off in excess of the posting time off.
- G. Vacation calendars shall remain posted for the entire vacation year.
- H. A vacation period or time off which is cancelled by an employee shall become available to other employees on a first-come, first-serve basis subject to subsection C.
- I. The parties agree to utilize the implementation of ASSIST to develop a process for a separate Licensed Vocational Nurse vacation calendar.

Russell  
Karen Fink  
Steve Charles  
WJ  
Patricia G. Hyman

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Annika  
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Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1  
7-29-19  
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TA SEIU Local 1000

The Union proposes the following rollover language:

**8.23.1 Employment Development Department (EDD)**

**Vacation Leave Policy (Unit 1)**

Subject to operational needs, the time when vacation shall be taken by the employee shall not be unreasonably denied. Vacations can only be canceled when unanticipated operational needs require it.

An employee shall be granted annual vacation leave request(s) up to their annual accrual rate. All vacation leave taken during the calendar year shall be counted towards the amount of leave described in the previous sentence. Employees must have sufficient leave earned and available to cover the time requested, prior to beginning their vacation.

A. Vacation Policy

1. When two (2) or more employees on the same shift (if applicable) in a work unit (as

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defined by EDD) request the same vacation time during a bidding round and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. After review of State service and departmental seniority a tie will be broken by lot. Vacation schedules, which have been established in a work unit, pursuant to the seniority provisions, shall not be affected by employee(s) entering the unit after the schedule has been established.

- 2. Employees shall be allowed to bid on vacation leave periods up to their annual accrual rate. Any requests to use additional leave balances would be pursuant to the Vacation Bidding Procedure in paragraph B

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her designee shall briefly confer with the employee, if the employee is available, for the purpose of obtaining another vacation bid before moving on to the next senior person in the office. If the employee is not available and has not left contact information with his/her manager then the manager shall move on to the next employee.

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- 6. For round three (3), the office manager or his or her designee shall approve up to the employee's accrual rate before moving to the next senior employee's bid form.
- 7. For round four (4), the office manager or his or her designee shall approve up to the employee's balances before moving to the next senior employee's bid form.
- 8. As each employee's vacation is approved in each of the four (4) vacation bidding rounds listed below, the office manager or his or her designee shall on a daily basis update the calendar described in B(2).





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1. Starting on September 1, or the first work day thereafter, each office manager or his or her designee shall conduct a first round of vacation bidding in the following manner. Using the standard bid form, each employee shall submit a minimum of five (5) vacation choices in priority order to the office manager or his or her designee. Each bid choice shall consist of one (1) through twenty-two (22) consecutive work days. Each bid choice shall be no more than the employee's annual accrual rate. The office manager or his or her designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.

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2. Immediately after completing the first round of vacation bidding, the office manager or his or her designee shall conduct a second round. Using the standard bid form, each employee may submit vacation choices in priority order and shall consist of one (1) through twenty-two (22) consecutive work days and each bid choice shall be no greater than the employee's remaining annual accrual rate. The office

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manager or his or her designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.

3. The combined total of rounds one (1) and two (2) cannot exceed the annual accrual rate of the employee.
4. Immediately after completing the second round of vacation bidding, the office manager or his or her designee shall conduct a third round of bidding. Using the standard bid form, each employee may submit vacation choices in priority order that consist of their remaining accrued vacation rate. The office manager or his or her designee shall then follow the Vacation Bidding Process in paragraph B, sections 4, 5, 6, and 7 above.
5. Immediately after completing the third round of vacation bidding, the office manager or his or her designee shall conduct a fourth round of bidding. Using the standard bid form, each employee may

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submit choices in priority order using their carryover vacation, annual leave, CTO or personal leave program balances. The office manager or his or her designee shall then follow the Vacation Bidding Process in paragraph B, sections 4, 5, 6, and 7 above.

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D. Open Vacation Bidding Period

Immediately after the Vacation Bidding Rounds in section C above, employees shall be allowed to bid on any open time on a first come, first serve basis throughout the year (February 1 through January 31). If two (2) or more employees ask for the same vacation day(s) at the same time, requests shall be granted on the basis of seniority as described in paragraph A above.

E. Expedited Grievance Procedure

EDD agrees to the following expedited grievance procedure for alleged violations of Article 8 Leaves, section 8.1(K) Vacation/Annual Leave.

For the purpose of a grievance filed pursuant to section 8.1(K), Step 1 will be defined as the Director or designee. If the decision received is

not satisfactory, the grievance may be appealed to Step 3 (CalHR) and will not be subject to the arbitration procedure.

F. Vacation Information

At the request of the Union, EDD agrees to provide on a quarterly basis, the number of vacation requests per office that have been denied during the Open Vacation Bidding Period.

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Abelie L. Boy  
Debra Brown  
Caraju M. Allen  
Dean D. Coy  
Judy R. Phillips  
Toba Cantor  
Karen DeVall  
Shed Clark  
Joyce Wheeler-Owens  
Brenda J. Mohr  
Russell Johnson  
Mark T. Fife



Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

**The Union proposes the following rollover language:**

**8.23.20 Department of Veterans Affairs Home Vacation Scheduling (Unit 20)**

A. Upon the request of the Union, the parties shall meet to discuss establishing written vacation scheduling procedures for Bargaining Unit 20 employees at Veterans Homes. Within ninety (90) days of the conclusion of these meetings, CDVA shall notice the Union on vacation scheduling procedures for each Veterans Home. The Union may request to meet and confer relative to the Home's vacation scheduling procedures.

B. The Union and State shall select up to five (5) representatives, who shall serve with no loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses, as a result of attending the meeting.

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@ 1645  
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Karen Franklin  
W for  
James Flynn  
Steve Miles  
M. Hill

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Union Proposal  
Bargaining Unit 15  
Date 8/2/19

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Proposal No: 1

The Union proposes the following language:

**8.24.15 Department of Developmental Services  
Vacation Scheduling System for Common Level of  
Care (LOC) Nursing Staff in Bargaining Unit 15 (Unit  
15)**

A. On October 1 of each year, each unit/work location shall post a vacation calendar in a prominent place readily available to Bargaining Unit 15 (Hospital Worker), employees. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of LOC employees that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation sometime during the

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Magri King



requesting vacation time off.

3. During the above period, management will not intervene to resolve conflicts in the vacation requests.

C. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among the affected employees, the most senior employees' vacation request shall prevail if the employees are in the same bargaining unit. Conflicts between employees of different bargaining units shall be resolved by lot (coin toss). If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidden, as determined by management, or the employee may bid on the remaining unbid vacation time.

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D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.

E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots.

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The calendar shall be posted on or about December 20 for the January/March and by the 20th day of the last month of each quarter thereafter.

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1. Program management shall maintain full and unbridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unbridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.
2. The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.

JOM

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3. The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.

F. When an employee cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.

G. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.

H. Nothing in this aAgreement shall prevent program management from granting additional time in excess of the ad hoc calendar.

I. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

*Man Staller*  
*John D. Miller*  
*Ad Hoc*  
*Lisa Borast*  
*2/11/19*

*JA*  
*8/2/19*  
*@ 11:45*  
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*MO*

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*WC*



Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

**The Union proposes the following rollover language:**

**8.24.17 DDS Vacation Scheduling: Three Vacation Period  
Scheduling Method (Unit 17)**

A. On October 1 of each year, each unit/work location shall post a vacation calendar, specific for Unit 17 Registered Nurses, in a prominent place readily available. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of Registered Nurse employees that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate, by program, the number of employees that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all employees on each shift to have a vacation during the year. Non-client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.

*T.A. @ 1848  
Union  
K. Cant  
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Tony  
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*Paul  
H. [unclear]  
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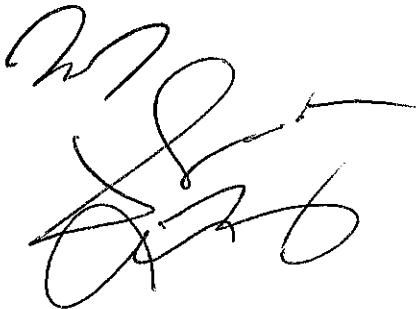
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B. During the period of October 1 to October 31, all Registered Nurses may sign up for no more than three (3) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The three (3) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one (1) vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

1. Vacation requests shall not exceed the employees' accrued vacation, annual leave, Personal Leave Program (PLP), furlough, or Personal Development Days (PDD) time balance at the time(s) the vacation(s) is taken.
2. During the above period, management will not intervene to resolve conflicts in the vacation requests. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation

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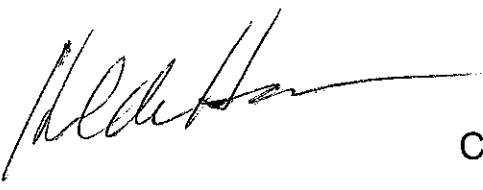
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requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among affected employees, the most senior employees' vacation request shall prevail. Conflicts between employees with the same seniority shall be resolved by lot (coin toss). The employee has the right to be present during the coin toss. If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidden as determined by management, or the employee may bid on the remaining unbid vacation time.

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- C. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- D. Program management shall post an ad hoc calendar on a quarterly basis for the

TA 9/8/18  
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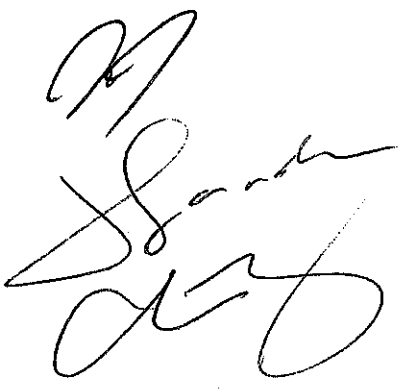
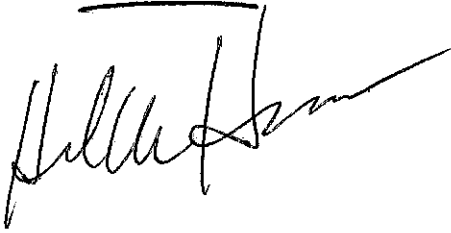
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purpose of identifying potential time slots.

The calendar shall be posted on or about December 20 for the January/March quarter and by the 20th day of the last month of each quarter thereafter.

1. Program management shall maintain full and unabridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unabridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.
2. The ad hoc calendar shall not be construed as an additional vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.
3. The ad hoc time slot(s) shall be obtained on a first-come, first-served basis without regard to what type of employee time accrual is used to request the time slot(s) off.

STATE



THA @ 1818  
Union

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MK

E. When an employee cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.

F. A reasonable effort shall be made to honor vacation time when an employee transfers to another position within the facility. If it cannot be honored, the employee will be guaranteed the equivalent time off at another time, as determined by management.

G. Nothing in this Agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.

H. If an ad hoc time slot is available, an employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

STATE

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Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

TA  
SEIU 1000  
@ 16446  
8/5/19

**The Union proposes the following language:**

**8.24.20 Department of Developmental Services/LVN**

**Vacation Scheduling (Unit 20)**

A. On October 1 of each year, each unit/work location in the DDS shall post a vacation calendar specific for Bargaining Unit 20 Licensed Vocational Nurses (LVNs) in a prominent place. For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of LVNs that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate, by program, the number of LVNs that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all LVNs on each shift to have a vacation during the year. Non-Client residential programs are exempt from coverage but will be governed by terms and conditions provided under the Agreement.


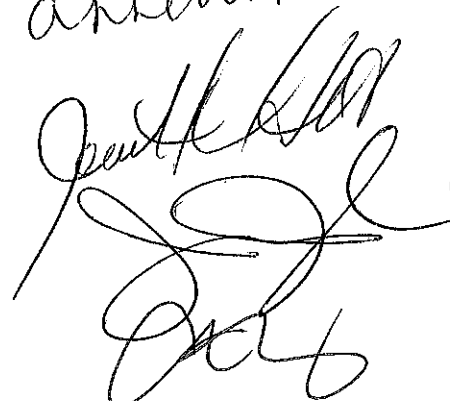


*[Handwritten signatures and notes on the left side of the page]*  
Kearn Franklin  
WJ  
Patricia J. Heyman  
Steve McKel  
M. J. [unclear]  
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B. During the period of October 1 to October 31, all Licensed Vocational Nurses may sign up for no more than three (3) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The three (3) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one (1) vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

1. Vacation requests shall not exceed the LVNs accrued vacation, annual leave, Personal Leave Program (PLP), furlough, or Personal Development Days (PDD) time balance at the time(s) the vacation(s) is taken.
2. During the above period, management will not intervene to resolve conflicts in the vacation requests.

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C. Beginning November 1 and ending the close of November 30, those LVNs with overlapping vacation

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requests that would result in exceeding the authorized vacation posting shall be notified. These LVNs will be given the opportunity to modify their vacation choices through discussion and compromise among the affected LVNs. Where these discussions do not result in compromise and agreement among the affected LVNs, the most senior LVNs vacation request shall prevail. Conflicts between LVNs with the same seniority shall be resolved by lot (coin toss). If an LVN does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidden, as determined by management, or the LVN may bid on the remaining unbid vacation time.

- D. On December 7, program management shall post the vacation calendar for the upcoming vacation year.
- E. Program management shall post an ad hoc calendar on a quarterly basis for the purpose of identifying potential time slots. The calendar shall be posted on or about December 20 for the January/March quarter and by the 20th day of the last month of each quarter thereafter.

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1. Program management shall maintain full and unabridged discretion to determine the time slot(s).
2. The ad hoc calendar shall be obtained on a first-come, first-served basis without regard to what type of LVN time accrual is used to request the time slot(s) off.

F. When an LVN cancels a vacation period, the State shall make a reasonable effort to make all or part of the time available on the ad hoc calendar.

G. A reasonable effort shall be made to honor vacation time when an LVN transfers to another position within the facility. If it cannot be honored, the LVN will be guaranteed the equivalent time off at another time, as available.

8/17/19  
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H. Nothing in this Agreement shall prevent program management from granting additional time in excess of the ad hoc calendar.

I. If an ad hoc time slot is available, an LVN who elects to use a personal holiday, it shall be granted if the request is made at least five

Becky  
Annettkam

Paul Hill  
Patt  
SC

(5) calendar days in advance.

- J. The above vacation scheduling procedure supersedes the "DDS Vacation Scheduling" method and nullifies all other prior understandings over intent or application of vacation scheduling and ad hoc time off unless explicitly incorporated into this provision.

*Sharon*  
Karen Franklin

*W. J.*

*Anthony Wagner*

*George Charles*

*W. J.*

state

*W. J.*

*annette kam*

*Janette King*

*W. J.*



Union Proposal

Bargaining Unit 15

Date 8/7/19  
@ 4:28

T.A. 8/9/19  
4:10pm

Proposal No: 2

The Union proposes the following language:

**8.25.15 Department of State Hospitals (DSH)**

**Vacation/Annual Leave Scheduling (Unit 15)**

SEIU 1000  
~~Mar & Pat~~  
James D. Umbr  
Meredith  
Lisa D. Bogart  
2/11

A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.

B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid, subject to available posted vacation dates, one (1) or two (2) vacation period(s) for the upcoming calendar year as follows:

1. For one (1) vacation period, it must be

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Kim...  
Rosmaria...  
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Maggi Griz

consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.

2. For two (2) vacation periods, each vacation period shall be for consecutive days. The two (2) vacation periods combined shall not exceed thirty-two (32) vacation days scheduled off during the vacation year, and any one (1) vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked. As each employee chooses his/her vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar. For the purpose of the subsection, an employee's chosen vacation period may not exceed the employee's accrued vacation/annual leave time balance at the time the vacation is to be taken.

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C. Beginning December 1, employees may select time off on a first-come, first-served basis from the remaining posted dates. If

such selection is at least ten (10) calendar days prior to the first selected day off, the selection shall be granted. For use of the personal holiday, such selection from the remaining posted dates shall be granted if made at least five (5) days in advance. Requests for time off with less than ten (10) calendar days notice may be granted. For the purpose of this subsection, an employee may use vacation/annual leave, CTO, holiday time, or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this subsection, should two (2) or more employees simultaneously request the same time off and all requests cannot be granted, employees shall be granted their preferred time off by lot.

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D. Employees who successfully bid a vacation during the period mentioned in subsection "B"; October 15 through November 15, and are subsequently involuntarily transferred from the program or shift

on which the vacation was bid shall retain that vacation period should the coinciding vacation dates be available. If there are no available posted dates which coincide with the employee's vacation period and the posted dates cannot be increased, the employee may choose one of the following:

1. Bid another available vacation period; or
2. Bump previously approved Unit 15 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or
3. Cancel the vacation.

Vacations scheduled under this subsection shall be considered to be bid vacation.

E. Time off under this section will be cancelled only in the event of emergency or unanticipated staffing shortage. In the event that cancellation becomes necessary, such cancellation shall be in accordance with and in the order of the following:

1. Volunteers;

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2. Time off requested after December 1, with the last request being the first cancelled;

3. Bid vacation by inverse seniority.

F. Nothing in this section shall prevent the granting of time off in excess of the posting time off.

G. Vacation calendars shall remain posted for the entire vacation year.

H. A vacation period or time off which is cancelled by an employee shall become available to other employees on a first-come, first-served basis subject to subsection C.

*Macl...*  
*John...*  
*...*  
*Lisa O'Beard*  
*2/11/19*

*JTA*  
*8/7/19*  
*SM*  
*KW*  
*RS*  
*A*  
*UP*



Union Proposal

Bargaining Unit 17

Date 8/9/19

*1:20pm*

Proposal No: 1

The Union proposes the following rollover language:

**8.25.17 DSH Vacation Scheduling (Unit 17)**

A. On October 1 of each year, each program or other work location shall post a vacation calendar in a prominent place. The calendar shall indicate by program and shift the number of employees that may be on vacation on each day of the upcoming calendar year. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.

B. Between October 15 and November 15, employees shall be called upon in order of seniority to bid subject to available posted vacation dates, one (1), two (2) or three (3) vacation period(s) for the upcoming calendar year as follows:

1. For one (1) vacation period, it must be consecutive days not to exceed thirty-two (32) days of vacation days scheduled off during the vacation year.

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*TA 7:51pm*

*Union*

*[Handwritten signatures: K. Curran, B. M. M. M., M. D. L., Dan Steedman, Tony J. ...]*

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*[Handwritten signatures]*

2. For three (3) vacation periods, each vacation period shall be for consecutive days. The three (3) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one (1) vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked. As each employee chooses his/her vacation period, that vacation period shall be entered in ink on the appropriate vacation calendar.

3. For the purpose of subsection B, an employee's chosen vacation period may not exceed the employee's accrued vacation, annual leave, Personal Leave Program (PLP), furlough or Personal Development Days (PDD) time balance(s) at the time the vacation is to be taken.

C. Beginning December 1, employees may select time off on a first-come, first-serve basis from the remaining posted dates. If the selection is at least ten (10) calendar days prior to the first selected day off,

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the selection shall be granted. Requests for time off with less than ten (10) calendar days notice may be granted. For use of the personal holiday, selection from the remaining posted dates shall be granted if made at least five (5) days in advance. For the purpose of this subsection, an employee may use annual leave, vacation, CTO, holiday time, or personal holiday. Based on the operational needs of the State, additional dates may be added to, or vacant dates may be deleted from, the vacation calendar. For the purpose of this subsection, if two (2) or more employees simultaneously request the same time off and all requests cannot be granted, employees shall be granted their preferred time off by lot.

D. Employees who successfully bid a vacation during the period mentioned in subsection B, October 15 through November 15, and are subsequently involuntarily transferred from the program or shift on which the vacation was bid shall retain that vacation period. If the employee is involuntary transferred as a result of disciplinary action and there are no available posted dates which coincide with the employee's vacation period and the posted dates cannot be

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increased, the employee may choose one of the following:

1. Bid another available vacation period; or
2. Bump previously approved Unit 17 employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or
3. Cancel the vacation.
4. Vacations scheduled under this subsection shall be considered to be bid vacations.

E. Time off under this section will be cancelled only in the event of emergency or unanticipated staffing shortage. In the event that cancellation becomes necessary, such cancellations shall be in accordance with and in the order of the following:

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1. Volunteers.
2. Time off requested after December 1, with the last request being the first cancelled.
3. Bid vacations by inverse seniority.

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F. Nothing in this section shall prevent the granting of time off in excess of the posting time off.

G. Vacation calendars shall remain posted for the entire vacation year.

H. A vacation period or time off which is cancelled by an employee shall become available to other employees on a first-come, first-serve basis subject to subsection C.

I. The parties agree to utilize the implementation of ASSIST to develop a process for a separate Registered Nurse vacation calendar.

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Union Proposal

Bargaining Unit 20

Date 8/7/19 1:02 am  
@ 1:02 am

Proposal No: 2

The Union proposes the following language:

**8.25.20 CDCR/CCHCS Vacation Scheduling – Dental Assistants and Dental Hygienists (Unit 20)**

- A. ~~Upon the request of t~~The Union and the State, the parties shall continue to meet to develop a standardized vacation scheduling procedure for all CDCR/CCHCS institutions.
- B. The Union and the State shall select up to ten (10) representatives (5 on Official Business), who shall serve with no loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses, as a result of attending the meeting.
- C. The new vacation process shall be finalized and implemented by May 1, 2020.

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SEIU 1000  
@ 11:13 AM  
8/17/19  
[Signatures]

Schaefer TA  
11:13 AM  
[Signatures]

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Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

*TA @1856  
UNION*

The Union proposes the following language:

**8.26.17 Department of Veterans Affairs Vacation Scheduling  
(Unit 17)**

*Stewart  
Nancy  
B. M. M. M.  
Tony  
Dai Steadman  
M. D. K.*

A. All Unit 17 employees are encouraged to take a vacation each year. Vacations are scheduled twice a year based on requests submitted by the employee. The posted vacation time shall be sufficient to permit all employees on each shift to have an opportunity to take a vacation.

The vacation request schedule is: April - September  
October - March

STATE

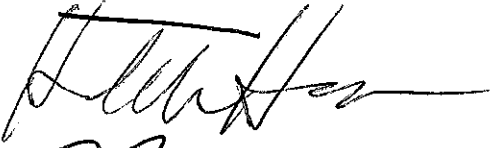

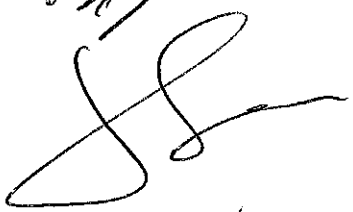

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1. All level of care Registered Nurses, may sign up for one (1) vacation period of consecutive days for the upcoming calendar period (as listed in A above) as follows:

a. For April – September: Between the second Wednesday of January through the third Thursday of February; and



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b. For October – March: Between the second Wednesday in July through the third Thursday in August.

This calendar will be posted for each shift in a prominent place readily available to all employees indicating, by shift, the number of employees that may be on vacation each day.

The chosen vacation should not exceed the employee's anticipated accrued vacation time balance at the time the vacation is to be taken and be entered in ink.

Within the first thirty (30) calendar days of the bidding process, those employees with overlapping vacation requests that would exceed the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation selections through discussion and compromise. Management will not intervene to resolve conflicts in

Tx @ 1856  
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vacation requests during this period.

Where discussions do not result in compromise and agreement among affected employees, the most senior employee's vacation request shall prevail. Seniority is defined as total months of State service in the same manner as vacation is accumulated. In the event, two (2) or more employees tie with same amount of State service, departmental seniority will prevail.

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Upon management approval, levels of care and non-levels of care areas/units may have their own separate calendar.

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[Handwritten signatures]

2. By the last day in February and August, the approved vacation calendar shall be posted.
3. Beginning March 1 and September 1, through the second Friday of March and September, those employees who do not have any vacation time granted will have an opportunity to request a vacation from the remaining vacation time by noting their request on the posted calendars.

TA Union @ 1856

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Vacation, annual leave, Personal Leave Program (PLP), furlough, or Personal Development Days (PDD) may be used for vacations requested during this time period. The finalized vacation calendar will be posted by the third Friday of March and September. Beginning the Monday following the third Friday, all Registered Nurses may use remaining vacation, CTO, holiday or personal holiday time to request additional time off. This request for the remaining time will be granted, daily, on a first-come, first-serve basis. In the event that simultaneous requests for the same vacation time off cannot be granted, the employees shall be granted their preferred time off in order of State service seniority, with departmental service utilized as a necessary tie break, should State service be tied.

Table D  
821 P2

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- 4. Nothing in the policy shall prevent the granting of time off in excess of the posting time off.
- 5. Vacation calendars and ad hoc calendars shall remain posted for the entire bid periods.
- 6. Vacation periods or ad hoc days which are

cancelled by an employee shall become available to other employees on a first-come, first-serve basis subject to sections 1 and 3 above.

TA @ 1886  
Union

*[Handwritten signatures]*  
K. Conway  
Wanda S. [unclear]  
B. [unclear]  
Troy [unclear]  
D. Steadman  
MK

B. Upon the request of the Union, the parties shall meet to discuss establishing written vacation scheduling procedures for Bargaining Unit 17 Registered Nurses at Veterans Homes (excluding Yountville). Within ninety (90) days of the conclusion of these meetings, CDVA shall notice the Union on vacation scheduling procedures for each Veterans Home. The Union may request to meet and confer relative to the Home's vacation scheduling procedures.

STATE

*[Handwritten signatures]*

1. The Union and State shall select up to five (5) representatives, who shall serve with no loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses, as a result of attending the meeting.



Union Proposal  
Bargaining Unit 20

Date 8/26/20

Proposal No: 3

TA  
0930 27Aug19  
Union

**The Union proposes the following language:**

**8.26.20 CDCR-CCHCS Vacation Scheduling - Licensed Vocational Nurses (LVN), and Certified Nursing Assistants, (CNA), and Medical Assistants (MAs)(Unit 20)**

*Russ Peam*  
*Karen Frank*  
*Steve Charles*  
*W Jim*  
*Yewacker*

- A. ~~Upon the request of t~~The Union and the State, the parties shall continue to meet to develop a standardized vacation scheduling procedure for all CDCR-CCHCS Adult Institutions.
- B. The Union and the State shall select up to ten (10) representatives (5 on Official Business), who shall serve with no loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses, as a result of attending the meeting.
- C. CDCR-CCHCS shall finalize a standardized vacation scheduling procedure by April 1, 2020 and implement no later than October 1, 2020.

*State TA*  
*Kristine Rodriguez*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*



Union Proposal  
Bargaining Unit 17

Date 8/26/19

Proposal No: 3

The Union proposes the following language:

**8.27.17 CDCR-CCHCS Vacation Scheduling (Unit 17)**

- A. ~~Upon the request of t~~The Union and the State, the parties shall continue to meet to develop a standardized vacation scheduling procedure for all CDCR-CCHCS institutions.
- B. The Union and State shall select up to ten (10) representatives (five (5) on Official Business), who shall serve with no loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses, as a result of attending the meeting.
- C. CDDCR-CCHCS shall finalize a standardized vacation scheduling procedure by April 1, 2020 and implement no later than October 1, 2020.

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 J. W.  
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Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

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Karen Franklin  
WJ  
Patricia Hegman  
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WJ

**The Union proposes the following rollover language:**

**8.27.20 Dependent Care Leave (Unit 20)**

A department head or designee may grant a permanent employee's request for an unpaid leave of absence for the purposes of providing personal medical care for the employee's ill or injured parent, spouse, stepparent, child, stepchild, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic partner, immediate family of domestic partner (father, mother, child, brother, sister), and anyone living in the employees household. The employee may be required to provide substantiation to support the employee's request for the unpaid leave.

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The period of leave shall not exceed three (3) months. Extensions of an unpaid leave may be requested by the employee and may be granted by the department head or designee.

A dependent care leave may be terminated by the department head or designee prior to the expiration date

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with written notice at least thirty (30) work days prior to the effective date of the revocation.

During the period of time an employee is on dependent care leave, he/she shall be allowed to continue health, dental and vision benefits. The total cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

*[Handwritten signatures]*  
Karen Franklin  
W. J. [unclear]  
Patricia J. [unclear]  
Steph [unclear]  
[unclear]

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8/16/19 2:16 PM

Union Proposal  
Bargaining Unit 3

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Guy Burghardt

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**The Union proposes the following language:**

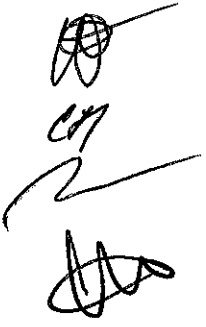
**8.28.3 Educational Leave (Unit 3)**

- A. The State and the Union recognize the importance of educational leave. Each department may review the current department educational leave policy within one hundred twenty (120) days of the ratification of this Agreement. Each department will meet and confer with the Union on the impact of changes made in the current policy based upon the department's review. This policy will at a minimum contain: criteria for course approval, an appeal of denial mechanism to an individual other than the immediate supervisor of the individual making the denial and time specific application process for employees to request usage of educational leave, and documented verification of successful completion of approved course work.
- B. The department head or designee may approve educational leave with pay to attend programs at accredited schools, colleges (including two [2] year and four [4] year), universities (including

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independent studies) or programs recommended by a Trade Advisory Committee for the purpose of further instruction in subjects related to the employee's work assignment and/or achievement of departmental goals. Approved educational leave shall be granted for reasonable travel time, instructional/classroom time and required field work during regular work hours.

1. Only Unit 3 civil service employees in classes currently eligible for educational leave are eligible under this provision.
2. The department head or designee may, at any time, limit the number of persons on educational leave commensurate with departmental work requirements, fiscal resources and availability of an appropriate substitute. A teacher/instructor whose written request for educational leave is denied shall be informed in writing of the reasons for such action within fourteen (14) calendar days. If an employee is denied educational leave on



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three (3) consecutive occasions he/she may request a review of the criteria upon which the leave was denied by a department head or designee.

3. Eligible employees must have at least one year of permanent full-time service in a classification which accrues educational leave before being granted such leave.
4. Eligible employees will be credited with educational leave at a rate of ten (10) hours per month. Portions of month's of service shall not be counted or accumulated.
5. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.
6. The State will encourage the employee to utilize educational leave. When an employee eligible for educational leave is granted time off in accordance with paragraph B above, such time off shall be deducted from his/her

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educational leave balance.

7. When on educational leave, employees shall retain their merit salary adjustment date, and shall receive credit for vacation, sick leave, educational leave, or any other benefit which would normally accrue during such work period.
8. The CalHR shall provide by rule for the regulation, accumulation and transfer of educational leave, and shall prescribe methods by which employees leaving the employment of one State agency and entering the employment of another State agency may receive proper credit for their accumulated educational leave.
9. Requests under this section shall not be unreasonably denied by the State nor shall employees make unreasonable requests to use educational leave.
10. An employee returning from educational leave shall have the right to return to his/her former position. Every reasonable effort will

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be made to return the employee to the same position.

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C. Upon retirement, all accrued hours of educational leave will be converted to CalPERS service credit as follows: consistent with Government Code section 20963.1, an employee represented by Unit 3 and whose effective date of retirement is within four (4) months of separation from employment of the State, shall be credited at his or her retirement with 0.004 year of service for each unused day of educational leave credit, as certified to the Public Employee Retirement System board by the employer. The provisions of this section shall be effective for employees who retire directly from State employment on and after January 1, 2000.

*Suzanne Krapp*

D. This section does not apply to the exempt employees of the Special Schools of the CDE and Librarians.

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*7/22*  
*Chick*



Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

**8.28.17 Paid Education Leave (Unit 17)**

A. All Unit 17 employees, with the exception of the classification of Nurse Practitioner, shall be entitled to thirty-two (32) hours of educational leave on State time during a Unit 17 employee's two (2) year licensure period. Nurse Practitioners shall be entitled to a total of forty (40) hours of educational leave during a Unit 17 employee's two (2) year licensure period.

B. Educational leave will be used at the employee's discretion with release subject to operational needs and reasonable advance notice.

C. The intent of educational leave is to earn the necessary Board of Registered Nursing approved Continuing Education Units (CEU's) required to maintain the employee's license as a registered nurse. Written evidence of CEU completion may be required by management.

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D. If a Unit 17 employee's request for educational leave had been denied twice in a fiscal year due to unanticipated operational needs, their paid educational leave shall be granted the third time, if verification of requirement of the CEU's for license renewal is provided.

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Union Proposal  
 Bargaining Unit 20  
 Date 8/8/19

Proposal No: 3

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 Susan Penn  
 Karen Frankli  
 Steve Skiles  
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 Robert G. Seymour  
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The Union proposes the following language:

**8.28.20 Continuing Education Leave (Unit 20)**

A. Employees in classifications listed below will be entitled to educational leave to obtain continuing education units. The leave time can be taken at the employee's discretion subject to the operational need of the department and reasonable advance notice. In-service training courses for which Continuing Education Units (CEU) credit is provided may be counted towards the hours of education leave. In-service training courses provided must be accepted by the appropriate licensing body in order to be counted as the State's option towards the hours of education leave. This leave is non-cumulative.

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| CLASS CODE | CLASS TITLE                              | HOURS PER RENEWAL PERIOD                             |
|------------|--|--|
| 8249       | Licensed Vocational Nurse                | 30 hours (every 2 years)                             |
| 8219       | Licensed Vocational Nurse, DSH & DDS     | 30 hours (every 2 years)                             |
| 8274       | Licensed Vocational Nurse (Safety)       | 30 hours (every 2 years)                             |
| 8257       | Licensed Vocational Nurse, CF            | 30 hours (every 2 years)                             |
| 8291       | School Bus Driver                        | 10 hours per year                                    |
| 8322       | School Bus Driver, DSH and DDS           | 10 hours per year                                    |
| 8276       | Respiratory Care Practitioner            | 15 hours (first renewal)<br>30 hours (every 2 years) |
| 8300       | Respiratory Care Practitioner, DSH & DDS | 15 hours (first renewal)                             |

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|             |  | 30 hours (every 2 years)        |
| 9316        | Respiratory Care Practitioner, CF                      | 15 hours first renewal          |
|             |  | 30 hours (every 2 years)        |
| 9307        | Hospital Aid (Correctional Facility)                   | 48 hours (every 2 years)        |
| 7911        | Dental Assistant *                                     | 25 hours (every 2 years)        |
| 7656        | Dental Assistant, DSH and DDS                          | 25 hours (every 2 years)        |
| 7914        | Dental Assistant (Safety)*                             | 25 hours (every 2 years)        |
| 9296        | Dental Assistant, CF*                                  | 25 hours (every 2 years)        |
| 8128        | Dental Hygienist                                       | 25 hours (every 2 years)        |
| 9298        | Dental Hygienist, CF                                   | 25 hours (every 2 years)        |
| 8131        | Dental Hygienist (Safety)                              | 25 hours (every 2 years)        |
| 8432        | Dental Hygienist Auditor                               | 25 hours (every 2 years)        |
| 8387        | Dental Hygienist Consultant                            | 25 hours (every 2 years)        |
| 7928        | Clinical Laboratory Technologist                       | 24 hours (every 2 years)        |
| 9293        | Clinical Laboratory Technologist, CF                   | 24 hours (every 2 years)        |
| 9301        | Clinical Laboratory Technologist (Safety)              | 24 hours (every 2 years)        |
| 7925        | Senior Clinical Laboratory Technologist                | 24 hours (every 2 years)        |
| 9348        | Senior Clinical Laboratory Technologist, CF            | 24 hours (every 2 years)        |
| 7926        | Senior Clinical Laboratory Technologist (Safety)       | 24 hours (every 2 years)        |
| 7989        | Radiologic Technologist                                | 24 hours (every 2 years)        |
| 9315        | Radiologic Technologist, CF                            | 24 hours (every 2 years)        |
| 7992        | Radiologic Technologist (Safety)                       | 24 hours (every 2 years)        |
| 7987        | Senior Radiologic Technologist (Specialist)            | 24 hours (every 2 years)        |
| 9350        | Senior Radiologic Technologist, CF (Specialist)        | 24 hours (every 2 years)        |
| 7995        | Senior Radiologic Technologist, (Specialist-Safety)    | 24 hours (every 2 years)        |
| 9820        | Support Service Assistant (Interpreter)(RID Certified) | 80 hours (every 4 years)        |
| 8185        | Certified Nursing Assistant                            | 48 hours (every 2 years)        |
| 8182        | Certified Nursing Assistant, CF                        | 48 hours (every 2 years)        |
| 8292        | Occupational Therapy Assistant                         | 12 hours (every 2 years)        |
| 8290        | Occupational Therapy Assistant (Safety)                | 12 hours (every 2 years)        |
| 2169        | Dietetic Technician                                    | 50 hours (every 5 years)        |
| 2175        | Dietetic Technician, Safety                            | 50 hours (every 5 years)        |
| 8272        | Physical Therapy Assistant                             | 30 hours (every 2 years)        |
| 9671        | Transportation Coordinator, Special Schools            | 10 hours per year               |
| <b>7374</b> | <b>Medical Assistant</b>                               | <b>60 hours (every 5 years)</b> |

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\*Eligible employees must obtain and maintain their Registered Dental Assistant (RDA) Certification from the State Department of Consumer Affairs (DCA).

B. This section shall be modified during the life of this Contract to reflect changes in licensing and

certification requirements when made by the appropriate licensing authority. Any such change shall be incorporated into this Contract.

- C. If an employee's request for Educational Leave had been denied twice in a fiscal year due to unanticipated operational needs, their paid Educational Leave shall be granted the third time, if verification of requirement of the CEU's for license renewal is provided.

*Russa Bamm*  
*Karen Franklin*  
*Stacy Charles*  
*WJ*  
*Patricia J. Hynes*

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Union Proposal  
Bargaining Unit 21

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

8.28.21 Educational Leave (Unit 21)

A. The department head or designee may approve the use of accumulated educational leave credits to attend or participate in educational or research programs at accredited schools, colleges, universities, or local educational agencies for the purposes of further instruction in subjects related to the employee's work assignments and/or achievement of departmental goals or missions. It may also be used for the purpose of completing an employee's individual Bachelor's, Credential, Master's or Doctorate program. Educational leave may also be used to attend workshops and seminars for career and professional development in subjects related to the employee's work assignment, achievement of departmental goals, and/or professional growth as a state employee.

B. Only Unit 21 employees in classifications listed in

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the attachment entitled "Educational Leave" are eligible under this provision.

- C. The department head or designee may limit the number of persons on educational leave commensurate with departmental work requirements and availability of an appropriate substitute.
- D. Eligible employees must have a State civil service appointment of half ( $\frac{1}{2}$ ) time or more and must complete at least one (1) year of continuous service in a classification which accrues educational leave before being granted such leave. Intermittent employees shall not be eligible.
- E. Eligible employees will be credited with educational leave at a rate of ten (10) hours per month for full-time employees and on a pro rata basis for part-time employees. Pro rata accrual rates are included in the attachment entitled Leave Hours for Reduced Times Bases. Portions of months of service shall not be counted or accumulated.

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| Time Base | Hours of Monthly Vacation Leave |      |      |       |       |       |       | Hours of Monthly Annual Leave |       |       |       |       | Hours of Monthly Educational Leave | Hours of Monthly Sick Leave, Bereavement Leave and Holiday Credit |
|-----------|---------------------------------|------|------|-------|-------|-------|-------|-------------------------------|-------|-------|-------|-------|------------------------------------|---|
|           | 7                               | 10   | 11   | 12    | 13    | 14    | 15    | 11                            | 14    | 16    | 17    | 18    |                                    |   |
| 1/5       | 1.40                            | 2.00 | 2.20 | 2.40  | 2.60  | 2.80  | 3.00  | 2.20                          | 2.80  | 3.20  | 3.40  | 3.60  | N/A                                | 1.60  |
| 2/5       | 2.80                            | 4.00 | 4.40 | 4.80  | 5.20  | 5.60  | 6.00  | 4.40                          | 5.60  | 6.40  | 6.80  | 7.20  | N/A                                | 3.20  |
| 3/5       | 4.20                            | 6.00 | 6.60 | 7.20  | 7.80  | 8.40  | 9.00  | 6.60                          | 8.40  | 9.60  | 10.20 | 10.80 | 6.00<br>N/A<br>8.00<br>N/A         | 4.80<br>T/C<br>T/C  |
| 4/5       | 5.60                            | 8.00 | 8.80 | 9.60  | 10.40 | 11.20 | 12.00 | 8.80                          | 11.20 | 12.80 | 13.60 | 14.40 | N/A                                | 6.40  |
| 1/8       | .88                             | 1.25 | 1.38 | 1.50  | 1.63  | 1.75  | 1.88  | 1.38                          | 1.75  | 2.00  | 2.13  | 2.25  | N/A                                | 1.00  |
| 1/4       | 1.75                            | 2.50 | 2.75 | 3.00  | 3.25  | 3.50  | 3.75  | 2.75                          | 3.50  | 4.00  | 4.25  | 4.50  | N/A                                | 2.00  |
| 3/8       | 2.63                            | 3.75 | 4.13 | 4.50  | 4.88  | 5.25  | 5.63  | 4.13                          | 5.25  | 6.00  | 6.38  | 6.75  | N/A                                | 3.00  |
| 1/2       | 3.50                            | 5.00 | 5.50 | 6.00  | 6.50  | 7.00  | 7.50  | 5.50                          | 7.00  | 8.00  | 8.50  | 9.00  | 5.00                               | 4.00  |
| 5/8       | 4.38                            | 6.25 | 6.88 | 7.50  | 8.13  | 8.75  | 9.38  | 6.88                          | 8.75  | 10.00 | 10.63 | 11.25 | 6.25                               | 5.00  |
| 3/4       | 5.25                            | 7.50 | 8.25 | 9.00  | 9.75  | 10.50 | 11.25 | 8.25                          | 10.50 | 12.00 | 12.75 | 13.50 | 7.50                               | 6.00  |
| 7/8       | 6.13                            | 8.75 | 9.63 | 10.50 | 11.38 | 12.25 | 13.13 | 9.63                          | 12.25 | 14.00 | 14.88 | 15.75 | 8.75                               | 7.00  |

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| Time Base | Hours of Monthly Vacation Leave |      |      |       |       |       |       | Hours of Monthly Annual Leave |       |       |       |       | Hours of Monthly Educational Leave | Hours of Monthly Sick Leave, Bereavement Leave and Holiday Credit |
|-----------|---------------------------------|------|------|-------|-------|-------|-------|-------------------------------|-------|-------|-------|-------|------------------------------------|---|
|           | 7                               | 10   | 11   | 12    | 13    | 14    | 15    | 11                            | 14    | 16    | 17    | 18    |                                    |   |
| 1/10      | 0.70                            | 1.00 | 1.10 | 1.20  | 1.30  | 1.40  | 1.50  | 1.10                          | 1.40  | 1.60  | 1.70  | 1.80  | N/A                                | 0.80  |
| 3/10      | 2.10                            | 3.00 | 3.30 | 3.60  | 3.90  | 4.20  | 4.50  | 3.30                          | 4.20  | 4.80  | 5.10  | 5.40  | N/A                                | 2.40  |
| 7/10      | 4.90                            | 7.00 | 7.70 | 8.40  | 9.10  | 9.80  | 10.50 | 7.70                          | 9.80  | 11.20 | 11.90 | 12.60 | 7.00                               | 5.60  |
| 9/10      | 6.30                            | 9.00 | 9.90 | 10.80 | 11.70 | 12.60 | 13.50 | 9.90                          | 12.60 | 14.40 | 15.30 | 16.20 | 9.00                               | 7.20  |

F. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.

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G. When an employee is granted time off for educational leave, such time off shall be deducted from his/her educational leave balance. Notwithstanding the WWG E provisions in Article 19.19.21 of this Agreement, educational leave may be charged on a part-time basis in one (1) hour increments.

H. When on educational leave, employees shall continue to be eligible for salary adjustments, and shall receive credit for annual leave, vacation, sick leave, educational leave or any other benefit which would normally accrue during such work period.

I. An eligible employee who is appointed without a break in State service to a position ineligible to earn educational leave credits shall retain all accrued educational leave but shall not be permitted to take educational leave unless the employee returns to an eligible position. Employees who do not return to an eligible position shall, upon retirement, be eligible to convert any previously unused educational leave credits as provided in Government Code section 20963.1.

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J. An eligible employee who separates from State service and returns to an eligible position in less than six (6) months shall be credited with any previously unused educational leave credit and shall commence to accrue and use educational leave on the first of the pay period following completion of one (1) month of qualifying service. Eligible employees who separate from State service and return within six (6) months to a non-eligible position shall lose any unused portion of previously accrued educational leave unless they return to an eligible position within six (6) months of the date of separation.

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K. An eligible employee who separates from State service for six (6) months or longer loses any unused portion of previously accrued educational leave.

L. Requests under this section shall not be unreasonably denied. A denial of educational leave, along with the reason for the denial, shall be given to the employee within fifteen (15) days of the request, and may be appealed to Step 3, CalHR, under the grievance procedure, which shall be the final level of appeal.

M. An employee returning from educational leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code section 18522.

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a. BU 21 classifications Eligible to Receive Educational Leave

| CLASS CODE | SCHEM CODE | CLASS TITLE   |
|------------|------------|---|
| 2718       | FG66       | American Indian Education Assistant   |
| 2719       | FG65       | American Indian Education Consultant  |
| 2750       | FG83       | Bilingual/Migrant Education Assistant   |
| 2758       | FG80       | Bilingual/Migrant Education Consultant (Retitled 10/6/87 from Bilingual/Bicultural Education Consultant)          |
| 2715       | EQ61       | Career-Vocational Education Assistant   |
| 2722       | EQ58       | Career-Vocational Education Consultant (Revised 10/4/94 from Vocational Education Consultant)                     |
| 2513       | EN50       | Agricultural Education Consultant   |
| 2517       | EN90       | Business Education Consultant   |
| 2514       | EO20       | Health Careers Education Consultant   |
| 2520       | EO50       | Home Economics Education Consultant (Retitled from Homemaking Education Consultant 10/4/94)                       |
| 2524       | EO90       | Industrial and Technology Education Consultant (Retitled from Industrial Education Consultant 10/4/94)            |
| 2837       | FB65       | Child Development Assistant   |
| 2834       | FB64       | Child Development Consultant  |
| 2616       | EU20       | Consultant in Mathematics Education   |
| 2769       | FG30       | Consultant in Physical Education  |
| 2774       | FG60       | Consultant in Pupil Personnel Services  |
| 2620       | EQ70       | Vocational Education, Gender Equity Consultant  |
| 2655       | ER95       | Education Programs Assistant  |
| 2656       | ER90       | Education Programs Consultant (Retitled from Education Administration Consultant 7/29/86)                         |
| 2589       | ER76       | Assistant Field Representative, School Administration   |
| 2573       | ER80       | Field Representative, School Administration (Specialist)  |
| 2260       | FG45       | Nutrition Education Assistant (Retitled from Nutrition Education & Training Assistant 2/19/97)                    |
| 2261       | FG50       | Nutrition Education Consultant (Retitled from Nutrition Education & Training Consultant (Nonsupervisory) 2/19/97) |

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| 2773   | FG41 | School Health Education Assistant   |
| 2772   | FG40 | School Health Education Consultant  |
| 2754   | FF59 | Special Education Assistant   |
| 2764   | FF60 | Special Education Consultant  |
| *2642  | EX10 | Education Research and Evaluation Assistant   |
| *2643  | EX20 | Education Research and Evaluation Consultant  |
| *2549  | EM25 | Community Colleges Program Assistant I  |
| *2550  | EM30 | Community Colleges Program Assistant II   |
| *2539  | EM51 | Specialist in Academic Planning & Development, CCC  |
| *2530  | EM85 | Specialist in Agricultural Education, CCC   |
| *2531  | EM87 | Specialist in Business Education, CCC   |
| *2540  | EM89 | Specialist in Criminal Justice Education, CCC   |
| *2544  | EM54 | Specialist in Employment & Certification, CCC   |
| *2508  | EM70 | Specialist in Facilities Planning & Utilization, CCC  |
| *2525  | EM82 | Specialist in Fiscal Planning & Administration, CCC   |
| *2458  | EM91 | Specialist in General Vocational Education, CCC   |
| *2535  | EM93 | Specialist in Health Education, CCC   |
| *2465  | EM95 | Specialist in Homemaking Education, CCC   |
| *2534  | EM97 | Specialist in Industrial Education, CCC   |
| *2551  | EM55 | Specialist in Information Systems & Analysis, CCC   |
| 2547   | EM99 | Specialist in Public Service Occupations, CCC   |
| *2565  | EM63 | Specialist in Student Services Planning & Development, CCC  |
| *2617  | EU70 | Assistant Consultant in Teacher Preparation   |
| *2618  | EU75 | Consultant in Teacher Preparation (Examinations & Research)   |
| *2635  | EU80 | Consultant in Teacher Preparation (Program Evaluation & Research)   |
| *2566  | EL68 | Associate in Postsecondary Education Studies (Class established with Ranges A & B and positions reallocated from Postsecondary Education Specialist I and II on 11/14/89) |
| *2506  | EL70 | Senior Associate in Postsecondary Education Studies (Retitled from Postsecondary Education Specialist III 11/14/89)   |
| **2958 | FM65 | Library Programs Consultant   |
| **8250 | TN20 | Nursing Education Consultant  |
| **2742 | EK10 | Private Postsecondary Education Specialist  |
| **2743 | EK20 | Private Postsecondary Education Senior Specialist   |
| **2560 | EM71 | Specialist in Library Planning & Development, CA Community Colleges   |

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\* Eligible only after 1/1/1988

\*\* Eligible only after 1/1/2002

b. Abolished BU 21 Classes Eligible For  
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| CLASS CODE | SCHEM CODE | CLASS TITLE   |
|------------|------------|---|
| 2634       | EW20       | Consultant in Intergroup Relations (abolished 11/05)                  |
| 2730       | FD30       | Adult Education Assistant I   |
| 2731       | FD25       | Adult Education Assistant II  |
| 2732       | FD20       | Adult Education Consultant  |
| 2588       | ER74       | Assistant Field Representative I, School Administration               |
| 2589       | ER76       | Assistant Field Representative II, School Administration (Specialist) |
| 2765       | FG90       | Bilingual/Bicultural Education Assistant I                            |
| 2759       | FG85       | Bilingual/Bicultural Education Assistant II                           |
| 2832       | FB68       | Child Development Assistant I   |
| 2833       | FB66       | Child Development Assistant II  |
| 2770       | FH86       | Compensatory Education Assistant I                                    |
| 2776       | FH88       | Compensatory Education Assistant II                                   |
| 2782       | FH90       | Compensatory Education Consultant (On Footnote 24)                    |
| 2701       | FA60       | Consultant in Gifted & Talented Education                             |
| 2705       | FB15       | Consultant in Reading   |
| 2767       | FG35       | Consultant in School Nursing & Health Services                        |
| 2622       | EU60       | Consultant in Traffic Safety Education                                |
| 2594       | ES60       | Textbook Consultant   |
| 2608       | FB50       | Early Childhood Education Assistant I                                 |
| 2610       | FB40       | Early Childhood Education Assistant II                                |
| 2607       | FB30       | Early Childhood Education Consultant                                  |
| 2662       | ER96       | Education Administration Assistant I                                  |
| 2663       | ER93       | Education Administration Assistant II                                 |
| 2483       | EK86       | Education Program Planning & Development Assistant                    |
| 2484       | EK87       | Education Program Planning & Development Consultant                   |
| 2793       | F117       | Migrant Education Assistant I   |
| 2798       | F115       | Migrant Education Assistant II  |
| 2783       | F110       | Migrant Education Consultant  |
| 2612       | ES98       | School Approvals Assistant I  |
| 2613       | ES95       | School Approvals Assistant II   |
| 2609       | ES90       | School Approvals Consultant   |
| 2747       | FG38       | School Health Education Assistant I                                   |
| 2748       | FG39       | School Health Education Assistant II                                  |
| 2692       | EZ15       | Secondary Education Assistant II                                      |
| 2686       | EZ20       | Secondary Education Consultant  |
| 2694       | EZ30       | Secondary Education Administrator I (Nonsupervisory)                  |
| 2761       | FF40       | Special Education Assistant I   |
| 2762       | FF50       | Special Education Assistant II  |

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|------|------|------------------------------------|
| 2583 | EQ60 | Vocational Education Assistant I   |
| 2721 | EQ59 | Vocational Education Assistant II  |
| 6976 | QU10 | Maritime Vocational Instructor I   |
| 6978 | QU20 | Maritime Vocational Instructor II  |
| 6979 | QU30 | Maritime Vocational Instructor III |

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Union Proposal  
Bargaining Unit 17  
Date 8/6/19

Proposal No: 1

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**The Union proposes the following language:**

**8.29.17 Non-Paid Educational or Research Leave (Unit 17)**

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A. Upon written request, the State may grant up to a one (1) year non-paid educational leave to a permanent full-time Unit 17 employee. Educational or research leave shall be for the purpose of attending school or college or to enter training to meet continuing education requirements for meeting licensure, obtain a certificate in a specialized area of nursing, improve the quality of the employee's nursing skills, or to conduct or participate in a research project.

B. An education or research leave shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least fifteen (15) work days prior to the effective date of the revocation. An education or research leave may be terminated by the employee with the approval of the department head or designee.

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 amatt kahn

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 7/23/19  
*[Handwritten signature]*  
 Karen Franklin

8.29.20 INTENTIONALLY EXCLUDED

The Union proposes the following rollover language:

Proposal No: 1

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Union Proposal  
Bargaining Unit 20



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Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

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SEIU 1000  
@ 1434  
8/5/2019

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Karen Franklin  
W for

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**The Union proposes the following rollover language:**

**8.30.20 Family Crisis Leave Bank, State Special Schools**

**(Unit 20)**

Effective July 1, 2002 and each fiscal year thereafter, the Department of Education (CDE) shall establish a Family Illness Leave Bank consisting of two hundred ten (210) hours of leave for use by employees in Bargaining Unit 20. Unused Family Illness Leave Bank hours shall return to the department on the last day of the fiscal year.

state

Use of Family Illness Leave shall be with the approval of the appointing authority and in accordance with the departmental policies (i.e. Catastrophic Leave). Requests for Family Illness Leave shall be limited to twenty-four (24) hours per application. Family Illness Leave shall be available only after the employee's leave credits have been exhausted.

annette kahn

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The provisions of this section shall not be subject to the grievance procedure of this Memorandum of Understanding.

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8/9/19

Union Proposal  
Bargaining Unit 21

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**8.31.21 Personal Leave Program: 1992 and 2003 (Unit 21)**

A. 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 or annual leave. Employees shall not be required to use personal leave credits.

B. 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. Departments shall consider an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon

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[Handwritten signatures: Guy Bergh, Kelly DeBos, Annette Kane]

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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 DOF, 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 employee's personal leave balance may be transferred into a State of California, CalHR Deferred Compensation Program as permitted by federal and state law.

STATE  
*[Handwritten signatures]*  
Kelly DeBass  
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- C. If any dispute arises about this personal leave section, an employee may file a grievance and the decision reached at Step 3 (CalHR) of the grievance procedure shall be final and not subject to the arbitration clause of this Contract.
- D. An employee may request, due to personal hardship, all or a portion of unused personal leave credits to be cashed out at the employee's salary rate at the time



the personal leave payment is made. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation leave. Cash-out or lump-sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement.

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Anita Kuhn



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Robert  
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The Union proposes the following rollover language:

**8.32 Personal Leave Program (PLP) 2010 and 2012**

A. PLP 2010 and PLP 2012 shall be requested and used by the employee in the same manner as vacation/annual leave and personal necessity leave.

Requests to use PLP 2010 and PLP 2012 leave must be submitted in accordance with departmental policies on vacation/annual leave and personal necessity leave. PLP 2010 and PLP 2012 shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8.1.

B. PLP 2010 and PLP 2012 must be used before any other leave with the exception of sick leave.

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Victoria E. Greenwald  
Gregory J. Cretely



Union Proposal

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Date 8/8/2019

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8-8-19

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*Alvina*  
*Maryl Colme*  
*Sandra*

The Union proposes the following rollover language:

**8.33 Time Off for Victims of Domestic Violence (Notice of Rights Under Labor Code 230.1)**

Section 230.1 of the Labor Code specifies that employers with twenty-five (25) or more employees may not discharge, or in any manner discriminate or retaliate against an employee who is a victim of domestic violence, as defined in section 6211 of the Family Code, for taking time off to seek medical attention for injuries caused by domestic violence, obtain psychological counseling related to an experience of domestic violence, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence. The provisions of this law apply to the State as an employer and to State employees.

As a condition for taking time off, the employee shall give the employer reasonable advance notice of the employee's intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the employer may require the employee to

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*Donna Hadley*  
*Susan Duwey*  
*Jim*  
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*Gregory J. C...*  
*Cecilia*

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Brad W. L.  
Robert J.  
Max S.  
C. W. A.  
M. J. P.  
Brooks P.

certify that the absence is a result of domestic violence in the form of a police report, a court order, or medical documentation.

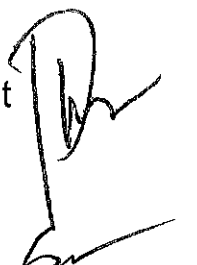
An employer would be required to maintain the confidentiality of any employee's request for time off pursuant to a provision of this law.

The law does not require an employer to compensate an employee for the time taken off under these circumstances, but the employee may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

An employee whose rights are violated under this section may be entitled to lost wages and reinstatement. An employer who willfully refuses to reinstate an employee under this section may be guilty of a misdemeanor. This law also allows an employee to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations.

This section does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by, the Federal Family and Medical Leave Act.

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The Union proposes the following rollover language:

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8.34 Organ Donation

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Effective January 1, 2003, AB 1825 provides that 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:

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1. Employees who donate an organ(s) to another person shall be eligible for up to thirty (30) workdays of paid leave (Donor Leave) in any one (1) year period. Employees who donate bone marrow to another person shall be eligible for up to five (5) work days of paid leave (Donor Leave) in any one (1) year period.
2. The one (1) year period is the twelve (12) month period measured forward from the date an employee's first leave begins.
3. The one (1) year period for an organ donor is separate from the one (1) year period for bone

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marrow donation.

4. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
5. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
6. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
7. 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.
8. 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 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.

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Robert  
Newman  
C. Cant  
H. Lamm  
W. J. Carter  
B. S. P. R.

9. 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.

10. 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 former position.

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6:14 PM  
8/28/19  
Kurt Rodriguez  
Proposal No: 2  
Lisa Garcia

The Union proposes the following language:

9.1 Health Benefits Plans (Excludes Units 3 and 17)

TA SEIU Local 1000  
W. G. W. A. C. E. R.

*[Handwritten signatures: Green, Bond, Myrd, Russ, Robert, Broder]*

A. Upon ratification the employer health benefits contribution for each employee shall be an amount equal to eighty percent (80%) 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 percent (80%) 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

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enrollment, excluding family members, during the previous year. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

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B. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

C. 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 PI 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

TA SEIU Local 1000

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Brad Wilber

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~~Maura Stalt~~

Amy Lamm

Rebecca

Brooke Permas

through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 calendar days from the end of the qualifying control period.

b. Continuing Eligibility – To continue health benefits, a PI employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

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

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Union Proposal

Bargaining Unit 3

Date \_\_\_\_\_

6:15pm

8/28/19

Kristine Rodriguez  
Proposal No: 1

Kevin Burgess  
John

The Union proposes the following language:

**9.1.3 Health Benefits Plan (Unit 3)**

**A. Health Program Description**

TA SEIU Local 1000

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Suzanne Knapp  
M. Ray  
Chel  
Chris Thirfield

1. Effective the first day of the pay period following ratification of this Agreement the State will continue to pay the employer health contributions rates established on January 1, ~~2016~~2019. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

a. The State shall contribute ~~\$562~~\$583 per month for coverage of an eligible employee (Party code one).

b. The State shall contribute ~~\$4,128~~\$1,170 per month for coverage of an eligible employee plus one dependent (Party code two).

c. The State shall contribute

~~\$1,469~~\$1,518 per month for coverage of an eligible employee plus two or more dependents (Party code three).

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The employer health benefits contribution for each employee shall be a flat dollar amount equal to 80 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 flat dollar amount equal to 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. The

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established flat dollar amounts shall be increased or decreased as appropriate pursuant to the formulas on January 1, ~~2017~~2020, January 1, ~~2018~~2021, January 1, ~~2019~~2022, and January 1, ~~2020~~2023. There shall be no further increase or decrease to the amount(s) in subsequent years without a negotiated Agreement.

2. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

3. Health Benefits Eligibility

a. Employee Eligibility

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

b. Permanent Intermittent (PI) Employees

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 four hundred eighty (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.

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

c. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB26 (Chapter 588, Statutes of 1999).

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*Handwritten signatures:*  
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Suzanne Krapp  
Mel...  
Ch...  
Anna...  
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8/28/19  
Union Proposal

6:15 pm  
8/28/19

Bargaining Unit 17

Date \_\_\_\_\_

Kristin Rodriguez  
Proposal No: 2

The Union proposes the following language:

**9.1.17 Health Benefit Plan/Dental/Vision Benefits  
Service Plan (Unit 17)**

A. Consolidated Benefits (CoBen) Program

Description

1. CoBen Allowance

Upon ratification by the Legislature, the State agrees to pay the following contribution for the Consolidated Benefits (CoBen) Allowance.

The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

The employer health benefits contribution for each employee shall be an amount equal to

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Kristin Rodriguez  
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eighty percent (80%) 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 (4) 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 percent (80%) 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 (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the

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month following the date the notification is received by the State Controller's Office if the notice is received by the tenth (10th) of the month.

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2. Description of the Consolidated Benefit (CoBen) Program

Employees will be permitted to choose a different level of benefit coverage according to their personal needs, and the State's allowance amount will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:

- a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by CalHR, the health benefit enrollment party code will determine the allowance amount.
- b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies that he/she

has qualifying group health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.

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- c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by CalHR and certifies that he/she meets the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, including but not limited to having ~~has~~ qualifying group health coverage and dental coverage from another sources the employee will may enroll in the CoBen Cash Option Program during the open enrollment period or as newly eligible to receive one hundred fifty-five dollars (\$155) in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees

Starts

may not disenroll from vision coverage. Employees do not pay an administrative fee.

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d. ~~Permanent Intermittent (PI) employees shall only be eligible to participate in the CoBen Cash Option and receive a six (6) month cash payment for the first control period of each plan year.~~

e.d If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that he/she meets the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, included but not limited to having has-qualifying group health coverage from another source, but enrolls in a dental plan administered or approved by CalHR, the employee may enroll in CoBen Cash Option Program during the open enrollment period or as newly eligible to receive the difference between the applicable composite contribution and the cost of the dental plan selected and

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~~vision benefits, not to exceed one~~  
hundred thirty dollars (\$130) per month.  
(The State will pay the premium cost of  
the dental plan and vision plan). Cash will  
not be paid in lieu of dental benefits only  
or vision benefits, and employees may not  
disenroll from vision coverage.  
Employees do not pay an administrative  
fee.

e. BU 17 Permanent Intermittent employees  
may enroll in the CoBen Cash Option  
Program as described in Section 18.1 of  
this Contract.

f. If the monthly cost of any of the State's  
benefit plans (health, dental and vision) in  
which an employee elects to enroll  
exceeds the State's maximum allowance  
amount as set forth in subsection A1  
above, the employee shall pay the  
difference on a pre-tax basis. If there is  
money left over after the cost of these  
benefits is deducted, the remaining  
amount will be paid to the employee as

taxable cash.

g. Employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the CoBen Cash Option.

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B. 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. PI Employees

a. Initial Eligibility – A PI employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in a PI control period. For purposes of this section, the control periods are January 1 through June 30



4. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

C. Dental Benefits

1. Contribution

The employer contribution for dental benefits shall be included in the Consolidated Benefits Allowance as specified in subsection A (1) of this agreement.

2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsections B (1) and B (2) of this agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection B (3) of this agreement.

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D. Vision Benefit

1. Basic Plan Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution rates for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in section A (1). 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.

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2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under subsections B (1) and B (2) of this agreement.

3. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits

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under subsection B (3) of this agreement.

4. Enhanced Vision Plan Option

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

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Union Proposal  
Master Table

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8/28/19

TA Date  
9:17 PM 8/28/19

Kristie Rodriguez  
Proposal No. 2

The Union proposes the following language:

9.2 Dental Benefit Plans (Excludes Units 3 and 17)

Lisa Garcia

A. Contribution Amounts

Susan Dancy

1. The State agrees to continue to pay the following contributions that went into effect January 1, 2016 2019 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.

Dominic Hodaskey

a. The State shall pay up to \$37.28 \$38.12 per month for coverage of an eligible employee.

Mame Palto

b. The State shall pay up to \$65.09 \$66.56 per month for coverage of an eligible employee plus one dependent.

Paul

c. The State shall pay up to \$94.09 \$96.21 per month for coverage of an eligible employee plus two or more

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Walter Walker  
Marta  
Roberto  
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Brad Willer  
Myra  
Suzanne  
Karen



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.

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~~Mu & Han~~  
Robert Vega  
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Alesia Acum  
Brad Willes  
Mye Lee  
Brooke Liema  
Karen Jeffis

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- a. The State shall pay up to \$37.28 per month for coverage of an eligible employee.
- b. The State shall pay up to \$65.09 per month for coverage of an eligible employee plus one dependent.
- c. The State shall pay up to \$94.09 per month for coverage of an eligible employee plus two or more dependents.

1. The State agrees to continue to pay the following contributions that went into effect January 1, 2016 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.

A. Contribution Amounts

9.2.3 Dental Benefit Plans (Unit 3)

The Union proposes the following language:

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Bargaining Unit 3

Union Proposal

9/24/09  
 TR 8/28/17

Date

Proposal No: 1

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~~Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment~~

*Mr. [Signature]*  
*Mr. [Signature]*  
*Mr. [Signature]*

~~D. Coverage During First Twenty-Four (24) Months of Employment~~

Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1.3 of this Contract.

*Mr. [Signature]*  
*Mr. [Signature]*  
*Mr. [Signature]*

~~C. Family Member Eligibility~~

Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1.3 of this Contract.

~~B. Employee Eligibility~~

2. 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.

*SP*  
*PK*

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.

SK  
SK

SK  
Suzanne Knapp  
SK  
SK  
SK





Union Proposal  
Master Table

6:14pm  
8/28/19

TA Date  
9:18pm 8/28/19

Kristina Rodriguez  
Proposal No: 2

The Union proposes the following language:

9.3 Vision Benefit Plans (Excludes Units 3 and 17)

A. Program Description Basic Plan

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.

B. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

C. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

TA SEIU Local 1000

Robert Vega  
T. Williams  
M. Smith  
K. Garcia  
Rosa Acuna  
Brad Wilber  
Myra Cole  
Brooke Penn

Retort  
Susan Brown  
Donna Anderson  
Name Blito  
Hayden  
Lily Dubois

D. Enhanced Vision Plan Option

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

*Robert Piza*  
*MSM*  
*Maxwell*  
*Kerak J. P. Jr.*  
*Russ Reame*  
*Brad Wilks*  
*Dyad Cal*  
*Scottie Penn*

*KR*  
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TA 9250M  
8/28/19  
Union Proposal

Bargaining Unit 3

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tot tot College  
8/28/19

Kristine Rodriguez  
Proposal No: 1

The Union proposes the following language:

Pattie  
Fry-Bonheur

~~9.3.3 Vision Benefit Plans (Unit 3)~~

~~1. Program Description Basic Plan~~

~~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.~~

~~2. Employee Eligibility~~

~~Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.~~

~~3. Family Member Eligibility~~

~~Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.~~

*[Handwritten signatures: Suzanne Knapp, M. Da..., and others]*

KR  
FB  
CB

4. ~~Enhanced Vision Plan Option~~

~~Employees may elect to participate in the Premier Plan during an open enrollment period. Participation is at the employee's cost.~~

TRIM  
Suzanne Krapp  
Elyse  
Megan  
Chad  
Marianne  
Chris Kupel



Union Proposal  
Master Table

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8/28/17

Date TH  
9:18 PM 8/28/17

*Kristin Rodriguez*  
Proposal No: 2

The Union proposes the following rollover language:

**9.4 Out-of-State Supplemental Health Care Program**

A. The State agrees to pay state employees headquartered out-of-state and cannot enroll in a CalPERS sponsored Health Maintenance Organization (HMO), \$1,200 per year.

B. Employees headquartered out-of-state and cannot enroll in a CalPERS sponsored Health Maintenance Organization (HMO) whose out-of-pocket medical expenses exceed the CalPERS sponsored Health Maintenance Organization (HMO) maximum out-of-pocket payment (MOOP), shall be reimbursed the actual expenses incurred above the CalPERS sponsored HMO MOOP up to their plan's MOOP.

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*Nyel*  
*David*  
*12/11*  
*Brook*  
*Karen*  
*Brooke*

*Ratelle*  
*Lisa*  
*OG*  
*Gary*  
*M B*  
*Susan*  
*Donna*  
*Marie*  
*Steve*  
*David*  
*Stacy*  
*10/11*  
*8/11*  
*10/11*  
*Kay*  
*Bob*



Union Proposal

Master Table

Date 8/8/2019

8-8-19

Proposal No: 1

TA  
State

The Union proposes the following rollover language:

**9.5 Employee Assistance Program (EAP)**

A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.

B. Each department head or designee shall designate an EAP Coordinator who shall arrange for programs to implement this section. Employees who are referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee

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 Robert [Signature]  
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 Susan D.  
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using the EAP, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or State Disability Insurance. A list of all EAP Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.

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- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
- D. Upon request by the Union, a department which has

Y. Wadell

an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.

Stark

802

Mill  
K. J. Duffin

- E. Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

Rod Willis  
Robert Jensen

Myer Skiff  
K. C. Cant  
Aluma

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Brooke Penn

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Union Proposal

Master Table

Date \_\_\_\_\_

TA 8/14/19  
8/12/19  
Proposal No: 1126N

Ugwa Allen

The Union proposes the following rollover language:

**9.6 Pre-Tax of Health and Dental Premiums Costs**

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.

Stark

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*Wm Walker*



Union Proposal

Master Table

Date 8/8/2019

*TA*

Proposal No: 1

*8-8-19 State*

The Union proposes the following rollover language:

**9.9 Presumptive Illness**

When required by Cal/OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks.

Examinations shall be in accordance with Cal/OSHA regulations.

*3:26 pm*

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*M. Photo*

*Dana Hadesag*  
*Susan Dawey*

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*Greg Buford*

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*Ky. Dress*

*Stacy W. Anderson*

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Union Proposal  
Master Table

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Proposal No: 1

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8-12-19  
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State

The Union proposes the following rollover language:

9.10 Employee Injury on the Job

A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.

B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss

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W. J. Mueller

of compensation for the time spent.

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Karen Jeffers

Bud Wells  
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Brooks Pen

C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

D. The State shall not use the DIR's Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

State

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Union Proposal

Master Table

Date 8/20/19

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2:03pm  
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Proposal No: 2

The Union proposes the following language:

9.11 Enhanced Industrial Disability Leave (EIDL)

A. An employee working in the CDCR who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave (IDL) benefits. Such injury must have been directly and specifically caused by an assault by a patient/client or inmate/ward, or parolee.

B. An employee working in the DDS, DSH, CDVA, or in the Special Schools in the CDE who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by an assault or in the restraining of an assaultive resident, patient (individual), student,

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Karen Jeffers  
Kwan Kwana  
K. Cant  
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Robert Heger  
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client, or member.

C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to an injury as delineated in A and B above, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

E. The decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest

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with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

*Stake*

G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.

*[Handwritten signature]*

H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

*[Handwritten signature]*

I. If a claim is denied by the department director, the Union may request a review by CalHR.

*[Handwritten signature]*

J. Within thirty (30) days of the ratification of this agreement, the parties will meet to discuss whether Bargaining Unit 3 employees working for the Department of Rehabilitation meet the criteria to be eligible for EIDL.

*Donna Hodessky*

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*JTK*

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*GJK*

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*[Handwritten signatures: Ed Walker, TREN, Mike, Karen Jeff's, Russ Beaman, A. Cant, Bradwell, Robert, Myrl, James, Brooke]*





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Reimbursement account under the Flex/Elect Program.

To be eligible to enroll in the FlexElect Medical Reimbursement Account or Dependent Care Reimbursement Account, employees must have a permanent appointment with a time base of half time or more, or if in a limited term or a temporary authorized position, must have mandatory return rights to a permanent position (not permanent intermittent). Permanent Intermittent employees are not eligible for the FlexElect Medical Reimbursement Account or the Dependent Care Reimbursement Account.

C. The State shall continue its current practice on a cash option in the Flex/Elect Program for BU 1, 3, 4, 11, 14, 15, 20, and 21 employees who meet the eligibility criteria for state-sponsored health benefits and the FlexElect Cash Option Program, including but not limited to having have qualifying group health coverage from another source, to enroll for the cash option in lieu of health and/or dental coverage. The CoBen Cash Option Program is available to eligible BU 17 employees as discussed in section 9.1.17.

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W. Swacker  
Robert Koga

D. PI employees are eligible to participate in the Flex/Elect or CoBen Cash Option Program as described in Article 18 of this Contract.

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K. Smart  
M. ...  
T. ...  
Susan ...

E. Employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the FlexElect Cash Option.

Karen ...  
Brad ...  
Ayl ...  
Suzanne ...

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Union Proposal  
Master Table

Date \_\_\_\_\_

TA 8/14/19  
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Proposal No: 1

*Wagner*

The Union proposes the following rollover language:

**9.14 Temporarily Disabled Employees**

- A. When an employee claims to be temporarily disabled and prevented from performing his/her usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.
- B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.
- C. Any disputes arising out of this section may only be appealed through the SPB's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

*State*

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*Will*  
*Karen*  
*Brook*  
*Robert*  
*Murphy*  
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*Richard*  
*April*  
*Brook*

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*Marie Blato*  
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*Mary Hall*  
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Union Proposal  
Master Table

Date \_\_\_\_\_

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~~8/12/19~~  
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Proposal No: 1

Wagner

The Union proposes the following rollover language:

9.15 Industrial Disability Leave (IDL)

A. Employees who suffer an industrial injury or illness and would otherwise be eligible for Temporary Disability (TD) benefits under the Labor Code will be entitled to IDL as described in Article 4 of the Government Code, beginning with section 19869. IDL will be paid in lieu of TD benefits.

B. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.

C. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL payments shall be allowed after two (2) years

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from the first day (i.e., date) of disability.

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D. The employee may elect to supplement payment from the twenty-third (23rd) workday 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.

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E. Temporary Disability 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 during the first fifty-two (52) weeks, after the first date of disability, within a two (2) year period.

F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in

*W. Wacker*

the Labor Code and supplementation, as provided in Government Code section 19863.

*802*  
*Bill*  
*Karan*  
*Bred Willis*  
*Robert*  
*Mark*  
*Clayton*  
*Adam*  
*Mya Card*  
*Booker*

G. 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.

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Union Proposal

Master Table

Date 8/8/2019

8-8-19

Proposal No: 1

TA 3:27 PM  
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The Union proposes the following rollover language:

**9.16 Group Legal Service Plan**

The State of California agrees to contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

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Union Proposal  
Master Table

Date \_\_\_\_\_

836 AM  
8/28/19

*Kristine Rodriguez*  
Proposal No: 2

The Union proposes the following language:

**9.17 State Disability Insurance (SDI)**

A. All employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:

1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code. SDI provides benefits for an employee disabled due to a non-work related illness or injury. SDI benefits include Paid Family Leave (PFL) which provides benefits to an employee who takes time off to care for a seriously ill family member as defined by section 3301 et seq. of the California Unemployment Insurance Code, or to bond with a minor child within one year after the child's birth or placement of the child in connection with foster

*Handwritten signatures and initials on the right side of the page, including names like 'Leyla', 'Diana', 'Dana', 'Key', 'Luis', 'Name', 'NB', 'S', 'P'.*

TA SEIU Local 1000

*Handwritten signatures and names on the left side of the page, including 'Grewalker', 'Karen', 'Brad Willis', 'Robert', 'K. Cavan', 'Aussa', 'Myle', 'Brooke'.*







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- c. A phone number where the employee can be reached;
- d. The election of leave credits usage during the first week of disability;
- e. The number of hours in a month to be charged to leave credits;
- f. Whether or not the employee is planning to file for SDI;
- g. The election to supplement leave credits with SDI benefits;
- h. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper supplementation of benefits and payment.

B. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or

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SM  
MP  
MB  
ST  
PSC





Union Proposal  
Bargaining Unit 4

Date 7/30/19  
@ 10:23

Proposal No: 1

**The Union proposes the following rollover language:**

**9.18.4 Caltrans Life Insurance (Unit 4)**

A. In addition to the workers' compensation death benefit provisions of Labor Code section 4702 and the approximate fifteen thousand dollars (\$15,000) State death benefit provided Unit 4 employees, the Department of Transportation (Caltrans) agrees to pay fifty thousand dollars (\$50,000) to the designated beneficiary(s) of any Caltrans Unit 4 employee who is killed while assigned State duties in State highway right-of-way under the following conditions:

1. The employee is hit by any motor vehicle, or part thereof, being operated in the right-of-way; and
2. Payment of the workers' compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code section 5705.

Bu4  
12  
MTR  
Jea  
Mki  
Tig  
epc.  
M  
KYS

JA 7/30/19 @ 10:23  
Baldwin  
7/30/19 @ 10:23  
7/19/2019 2:55 PM  
Baldwin



- B. Caltrans will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the fifty thousand dollars (\$50,000) to the deceased employee's designated beneficiary(s). Payment shall only be made if all of the qualifying criteria contained in the section are satisfied. In accordance with existing law, a copy of the investigation report will be provided to the Union upon request.
- C. In the event of a dispute regarding appropriate designated beneficiaries, the Caltrans Life Insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.

B04  
Karen [unclear]  
Mendi [unclear]  
Jacqueline  
Ayda [unclear]  
Lynn [unclear]  
L. Allen  
[unclear]

TA 7/30/19 @ 10:25  
JSM  
DOD 7/30/19 @ 10:23  
B [unclear]  
AS  
JTK

07/29/19  
2:10 pm



Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

**The Union proposes the following rollover language:**

**9.18.11 Life Insurance (Unit 11)**

A. In addition to the benefit provisions of Labor Code section 4702 otherwise applicable to Unit 11 employees, and the approximate fifteen thousand dollars (\$15,000) State death benefit provided Unit 11 employees, the State agrees to pay fifty thousand dollars (\$50,000) to the designated beneficiary of:

4:11 pm  
07/29/19  
T.C. Caltrans

1. Any CalTrans Unit 11 employee, or
2. A Department of Food and Agriculture (CDFA) Plant Quarantine Inspector, or
3. A Department of Water Resources (DWR)
  - Water Resources Technician I/II
  - Construction Inspector Technician Range A/B
  - Construction Inspector
  - Construction Supervisor I

TA 4:13 pm  
07/29/19  
VN  
TG  
Gm  
LF  
ETP

BW  
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M7

4. And, any Public Utilities Commission (PUC) Unit 11 employee. Provided said employees in the above referenced groups A (1) through A (4) are killed while assigned State duties in State highway or railroad right-of-way under the following conditions:

- a. The employee is hit by any motor vehicle or part thereof being operated in the right-of-way, and
- b. Payment of the Workers' Compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code section 5705. The department will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the fifty thousand dollars (\$50,000) to the deceased employee's designated beneficiary. Payment shall only be made if all of the qualifying criteria contained in this section are satisfied. In accordance with existing law, copy of the investigation report will be

Bw  
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TA 4:10 pm  
07/29/19  
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provided to the Union upon request.

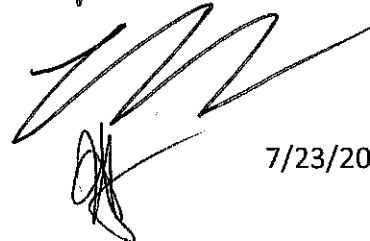
In the event of a dispute regarding appropriate designated beneficiaries, the Life Insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.

- B. The Air Resources Board shall maintain the life insurance policy currently in effect for Air Resources Field Representatives and Automotive Emissions Test Specialist assigned to the Heavy Duty Diesel Section.
- C. The State shall provide the Union with a copy of any changes in life insurance policies required under this section.

Brad Wilbur  
Paul James  
Albert  
A  
Marty T. F. A

TA 4:13pm  
07/23/19

Wagner  
at  
CMAA





Union Proposal

Bargaining Unit 21

Date 7/30/19

Proposal No: 1

4:05 PM T/A

The Union proposes the following rollover language:

**9.18.21 Alternative Pre-Retirement Death Benefit (Unit 21)**

Unit employees are subject to the alternate death benefit, a death benefit payable to eligible family members when death occurs prior to age fifty (50), provided by Government Code section 21547.

7/30/19

*Muel...*

*[Signature]*

*Chris Mumfield*

state

*Marianyong Hui*

*Annette Kahn*

*Kelly Duboss*

*Greg Berg...*



5. Maintaining safety shall be prime consideration prior to assigning limited duty.

C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B(1) through B(5) above.

D. The State may make alternative assignments, retrain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for the continued employment is poor.

E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.

F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of reasonable accommodation as prescribed by the State Personnel Board (SPB). Nothing in this section shall be

SHE  
D. J. Ziegler  
C. J. [unclear]  
J. [unclear]  
G. [unclear]  
L. [unclear]  
L. [unclear]

T. D.  
S. K.  
M.  
H.  
C. H.  
[unclear]

construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract, but may be appealed to the SPB, the Department of Fair Employment and Housing (DFEH), and/or the Equal Employment Opportunity Commission (EEOC).

*MSM*  
*Ayanne Knapp*  
*N. Barr*  
*M. [unclear]*  
*C. [unclear]*  
*[unclear]*

*STATE*  
*[unclear]*  
*J. [unclear]*  
*[unclear]*  
*[unclear]*  
*[unclear]*  
*[unclear]*  
*[unclear]*

G. This section shall apply to all Unit 3 employees.





Union Proposal

Bargaining Unit 14

Date July 30, 2019  
@ 2:50 P.M.

Proposal No: 1

**The Union proposes the following rollover language:**

**9.19.14 Light/Limited Duty Assignments (Unit 14)**

A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.

B. Limited duty assignments will be administered in accordance with all the following criteria:

1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
2. When and where the State determines that the assignment provides needed services;
3. When the employee can satisfactorily perform the work;
4. When there is a prognosis for improvement of the illness or injury;

TA SEIU Local 1000  
RV  
[Handwritten initials]

TA-7/30/19  
@ 2:50 P.M.  
Stacy Wray  
Celine Baker  
Baldum-Evans  
[Handwritten initials]  
Cecilia [Handwritten initials]

5. Maintaining safety shall be a prime consideration prior to assigning limited duty.

TA SEIU Local 1000

RV  
[Signature]  
RJ

C. The duration of a limited duty assignment may be up to sixty (60) calendar days. At the State's discretion, a limited duty assignment may be extended an additional sixty (60) days when warranted under B(1) through B(5), above.

D. The State may make alternative assignments, retain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for continued employment is poor.

E. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.

TA 7/30/19  
SM @ 2:50  
[Signature]  
[Signature]  
[Signature]  
CEP

F. When an employee's injury or illness is medically determined to be permanent, the employee may request Reasonable Accommodation as prescribed by the State Personnel Board (SPB). The State will review the request in conformance with SPB rules. Nothing in this Section shall be

construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration) of this Contract, but may be appealed through the SPB's Reasonable Accommodation Appeals Process.

TA SBIU Local 1000

*Robert Jega*  
*Edward Fox*  
*Russell Johnson*

TA - 7/30/19 @ 2:50

*SM*  
*AG*  
*[Signature]*  
*BLW*  
*CEB*



Union Proposal

Bargaining Unit 15

Date 8/2/19  
@ 11:45

Proposal No: 1

The Union proposes the following rollover language:

**9.19.15 Light/Limited Duty Assignments (Unit 15)**

A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment. If an employee makes a request, the State shall endeavor to initiate a light/limited duty assignment.

B. Limited duty assignments will be administered in accordance with all the following criteria:

1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
2. When and where the State determines that the assignment provides needed services;
3. When the employee can satisfactorily perform the work;
4. When there is a prognosis for improvement of the

~~SEIU 1000~~  
MLP  
ADW  
AC  
[Signature]  
LDB  
KAS

T.A. 8/2/2019 11:45AM  
[Signature]

[Signature]  
Maggie Green

illness or injury;

5. Maintaining safety shall be prime consideration prior to assigning a light limited duty.

C. The duration of a limited duty assignment shall be up to sixty (60) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B (1) through B (5) above.

D. The State may make alternative assignments, retrain employees, or may, follow the requirements of the Government Code.

E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.

F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of Reasonable Accommodation as prescribed by the SPB. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate

MLP  
JDM  
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EDB  
KV

TA 8/2/19  
SM  
MO  
WK

classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job.

Complaints under this section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract, but may be appealed to the SPB, the DFEH and/or the Equal Employment Opportunity Commission.

*Mae Staller*  
*John D. [unclear]*  
*Superior [unclear]*  
*Eric [unclear]*  
*Linda [unclear]*  
*Zell [unclear]*

TA - 8/2/19  
SM  
*[Signature]*  
MMO  
UR



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

JA  
1:29pm

The Union proposes the following rollover language:

**9.19.17 Light/Limited Duty Assignments (Unit 17)**

A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days: 1) in accordance with a physician's recommended instructions; 2) where and when services are needed; 3) to the extent it does not inconvenience other employees; 4) to the extent the employee can satisfactorily perform the work; and 5) where there is a prognosis for improvement. At the option of the State, the assignment may be extended beyond sixty (60) days. It is the intent of the parties that the limited duty assignments be of the minimum necessary durations and that the maximum limited duty assignment of sixty (60) days, and any extensions, be utilized for the most severe illnesses or injuries.

B. The State may make alternative assignments, retrain employees, or as provided under the

*Union*  
*K. Cuart*  
*Nancy S. J.*  
*Markin*  
*Tracy J. J.*  
*Di Steedman*  
*M. D. R.*  
*State*  
*Hilda Herrera*  
*ATB*  
*J. J.*  
*J. J.*

TA, 1:29pm  
union

Government Code, medically terminate an employee whose prognosis for continued employment is poor.

*[Handwritten signature]*

C. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing or extending a light/limited duty assignment.

*[Handwritten signature]*  
Tony J...  
Dai Steadman

D. Nothing in this section shall be construed to contravene the State Personnel Board's (SPB) constitutional and/or statutory authority to determine the appropriate classification of assigned duties, to require reasonable accommodation of an employee or applicant with a disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration Procedures) of this Contract.

State

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*





Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

SEIU 1000  
7/29/19  
@ 1454

The Union proposes the following rollover language:

**9.19.20 Light/Limited Duty Assignments (Unit 20)**

A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days:

1. In accordance with a physician's recommended instructions;
2. Where and when services are needed;
3. To the extent it does not inconvenience other employees;
4. To the extent the employee can satisfactorily perform the work; and
5. Where there is a prognosis for improvement.

At the option of the State, the assignment may be extended beyond sixty (60) days.

B. The State may make alternative assignments,

*[Handwritten signatures: Karen Frankli, Patricia G. Keymer, and others]*

*[Handwritten signatures: State, Hilda Herrera, James J. [unclear], Annette Kahn, and others]*

retrain employees, or as provided under the Government Code, medically terminate an employee whose prognosis for continued employment is poor.

SEIU 100  
7/29/19  
@ 1454

*[Handwritten signature]*  
Karen Franklin  
*[Handwritten signature]*

*[Handwritten signature]*  
Patricia J. Hegner  
*[Handwritten signature]*  
WJ KL-

- C. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing or extending a light/limited duty assignment.
- D. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract.

State  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*



Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

**The Union proposes the following rollover language:**

**9.20.20 Continuation of Flexible Benefits Election (Unit 20)**

When an employee who is enrolled in the State's Flexible Benefits Program (FlexElect) for eligible non-represented employees changes employment status to that of a represented employee in the bargaining unit, the employee will maintain their flexible benefit elections through the duration of the FlexElect plan year in lieu of the corresponding benefits provided by this Contract. At the conclusion of the FlexElect, the employee shall receive only those benefits contained in this Contract.

TA  
SEIU 1000  
@ 1434  
8/5/2019  
Karon Franklin  
W for  
Patricia Flynn  
Sharon Charles  
Mel Q

State

Handwritten signatures and initials, including one that appears to be 'Annette Kam'.



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

*TA 1:30pm*

*Union*

*K. Stewart*  
*Nancy J. [unclear]*

*Mark [unclear]*  
*Tracy [unclear]*

*D. Stedman*  
*[unclear]*

*State*

*Debbie [unclear]*

*[unclear]*  
*[unclear]*  
*[unclear]*

The Union proposes the following rollover language:

**9.21.17 Reasonable Accommodation (Unit 17)**

A. No State employee shall be unlawfully denied reasonable accommodation. The State agrees to take such actions as necessary to ensure that this purpose is achieved.

B. Within California Department of Human Resources (CalHR) policy, the State agrees to make reasonable accommodation for the known physical and/or mental limitations of an employee with a disability. Such efforts shall include the types of reasonable accommodation specified by the CalHR.

C. Alleged violations of this section shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration Procedure) of this Agreement. Complaints alleging denial of reasonable accommodation shall be pursued with the State Personnel Board through the complaint

1:30pm

procedure specified by the Board and/or with the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission.

K. Cant

[Signature]

M. [Signature]

Tommy [Signature]

D. [Signature]

M. [Signature]

State

Ally [Signature]

[Signature]

[Signature]

Jean [Signature]



Union Proposal

Master Table

Date 8/8/2019

Proposal No: 1

The Union proposes the following rollover language:

**9.22 Health Benefits Advisory Committee**

As a part of the Joint Union Labor Management Benefits Advisory Committee, CalHR will arrange, with the assistance of CalPERS, for representatives of the major California health care providers to give educational forums. In these educational forums, health care providers will be asked to discuss cost containment methods, plan design, operational changes, and methods to improve member(s) overall health.

8-8-19  
State

(TA)

3:27 PM

Paula St  
L. S. M. Polito  
Dana Anders  
Susan Davicy

Juan  
Dany  
Bonif

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Katy Deloss

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4/30/2019 4:17 PM

Handwritten signatures and notes on the left side of the page, including names like 'Wagner', '800', 'Will', 'Keren', 'Bogdan', 'Robert', 'M. Carat', 'Shame', 'Mye', 'Sasha'.



Union Proposal

Master Table

Date 8/20/19

TXA

Proposal No: 2  
8/20/19 2:05 PM  
Stak

The Union proposes the following language:

*uzwalle*

**9.23 Medical Reimbursement Account Workgroup**

The parties agree to discuss health benefit costs for state employees whose headquarters are outside the State of California. The workgroup will consist of Franchise Tax Board, Board of Equalization California Department of Tax and Fee Administration, CalPERS, SEIU and CalHR. The parties agree to begin meeting upon ratification of the agreement.

*John J*  
*Stak*  
*Paul*

The parties understand that the health plans are administered by the CalPERS Board are not subject to change through negotiation.

*James Z...*  
*Tracy*  
*Harvey*  
*Man...*

*Anna...*  
*Car...*  
*Michael*  
*Angela...*  
*Robert...*

*SS*  
*Darya...*  
*Susan...*  
*Jeff...*  
*Ky...*  
*J...*  
*CEG*  
*H...*  
*Man...*  
*John...*  
*Gregory...*

*Marc...*  
*W...*  
*...*

TA



Union Proposal

Master Table

Date 8/28/19

(passed) 9 AM

Proposal No: 2

State

The Union proposes the following language:

**9.24 Prefunding of Post-Retirement Health Benefits**

The State and Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20 and 21 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21; 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, 2018, the State and Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 will prefund retiree health care, with the goal of reaching a fifty percent (50%) cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2020. The amount of employee and matching employer contributions required to prefund retiree health care shall increase by the following percentages of pensionable compensation:

TA  
1327 28 Aug 19  
L. J. W. K. R.

[Handwritten signature]

[Handwritten signature]

[Handwritten signatures: K. K. K., Susan Dancy, Lisa Doria, etc.]

[Handwritten signatures]



1. July 1, 2018: by 1.2 percent.
2. July 1, 2019: by 1.1 percent, for a total of 2.3 percent.
3. July 1, 2020: by 1.2 percent, for a total of 3.5 percent.

GAO  
 OR  
 TD  
 13  
 Bin  
 RD  
 MP  
 JH  
 KL  
 ML  
 BP

**B. 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~~ half time, do not contribute. ~~The employee prefunding contribution for a permanent intermittent employee shall be based on a ratio comparing their annual scheduled hours of work in comparison to those of a corresponding permanent employee for that position.~~ Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for

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health benefits. New hires and employees transferring into Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 shall begin contributing immediately, unless they are not subject, as set forth above.

C. 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.

~~Positive pay employee contributions shall be taken in arrears, based on the prior month's hours worked. Positive pay employees paid semi-monthly, will have the whole month's contributions withheld from the second warrant during each monthly pay period.~~

- ~~1. Employees with a single hourly appointment shall have contributions withheld only up to the amount that would have been deducted had the employee held a full-time appointment.~~

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TOP

~~2. Employees with an appointment subject to OPEB prefunding and an additional appointment in a bargaining unit not subject to OPEB prefunding, shall have contributions withheld only from the appointment subject to OPEB prefunding.~~

~~3. Employees with multiple appointments subject to OPEB prefunding shall have contributions computed by combining all subject appointments, provided the results do not exceed the amount earnable in full-time employment, as follows:~~

~~a. Employees with a full-time appointment and an additional appointment (e.g., hourly), shall have contributions withheld from the full-time appointment only.~~

~~b. Employees with multiple part-time or hourly appointments, shall have contributions withheld from any/all appointments, up to the amount that would have been deducted had the~~

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~~employee held a full-time appointment.~~

~~If an employee has multiple hourly appointments, the highest pay rate will be used to compute what the deduction would be if the employee held a full-time appointment at that pay rate. For employees with a part-time and hourly appointment, the deduction amount will be computed based upon the part-time appointment's pay rate.~~

D. Contributions will be deposited in a designated state subaccount for SEIU Local 1000 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 SEIU Local 1000 Bargaining Units. 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

WJW  
SR  
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purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."

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

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

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

Handwritten signatures on the left side of the page, including names like "Wunder", "Tina", "Grey", "Brakalle", "Kobatter", "Mau", "Hamm", "Cant", "Myler", and "Brook".

Vertical column of handwritten initials and signatures on the right side of the page, including "K", "S", "M", "A", "MP", "R", "S", "S", "32", and "P".



Union Proposal

Master Table

Date 8/8/19

8-8-19

Proposal No: 1

TA 3:28 PM

Stark

*Wacker*

*802*

The Union proposes the following rollover language:

**10.1 Health and Safety Commitment**

The State is committed to providing a safe and healthy work place for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

*T Hill*  
*Karen Jeffis*  
*Brad Williams*  
*John*  
*Ma State*  
*Carant*  
*Alexander*  
*Mynd Carter*  
*Stoke Peen*

*John St*  
*S.S.*  
*Name John*

*Donna Huesley*  
*Juan Dawey*  
*Greg*  
*Greg*

*John*

*Michael*  
*Key*

*Stacy Marshall*

*John*

*Gregory J. Chatterly*

*Debbie*  
*5/1/2019 10:18 AM*



Wagner

employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety. The twenty-four (24) hour institutions agree to continue local worksite health and safety committees.

State

800

Bill

Karen Jaffe

Brad Wells

Robert

Maurice

K. Cant

Stearns

Myl Cole

Bruce Pien

- C. Employees appointed to serve on the committee shall serve without loss of compensation.
- D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.
- E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

[Signature]

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Union Proposal

Master Table

Date 8/8/19

TK

8.12-19

Proposal No: 1

1:10 pm

*Swartz*  
*808*

The Union proposes the following rollover language:

**10.3 Occupational Hazards**

When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to perform some other task away from the occupational hazard(s) or proclaim the area safe and direct the employee to proceed with his/her assigned duties. This direction shall normally be after consulting with higher level supervisory or management staff. If the Union or the employee still believes the unsafe condition(s) exist, the Union or the employee may file a grievance alleging a violation of this section in accordance with the Health and Safety grievance procedure.

*Stah*

*TK*  
*Kerry*  
*Brad*  
*Bob*  
*Mad*  
*Cam*  
*A. K.*  
*My*  
*Broder*

*TK*  
*Stah*  
*Stah*  
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*Stah*

*Gregory*  
*Gregory*  
*Gregory*  
*Gregory*

*Stah*



Union Proposal

Master Table

Date

8/8/19

TH 8/12/19

Proposal No: 1 1:11 PM

*ugwackr*  
*802*  
*TRILL*  
*Karen Puffer*  
*Brod Willer*  
*Bobt by*  
*Mac Stan*  
*K. Carant*  
*R. Laum*  
*Myra Carth*  
*Leslie Rev*

The Union proposes the following rollover language:

**10.4 Injury and Illness Prevention Programs (IIPP)**

*State*

A. Each department shall establish, implement, and maintain an IIPP. The program shall be in writing and distributed and/or made available to all employees.

B. If any dispute arises with regard to this section, an employee may file a grievance.

The decision reached at the CalHR level shall be final.

*[Handwritten signatures and initials on the right side of the page]*  
*Donna Hudyky*  
*Meme Bolto*  
*Dusan Davay*  
*Gregory Cretely*  
*Galina*  
*Katy DeBos*  
*5/1/2019 10:23 AM*  
*[Signature]*

07/29/19  
2:10pm



Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

**The Union proposes the following rollover language:**

**10.5.11 Health and Safety Education and Training (Unit 11)**

A. Where the State identifies a need, the State will provide health and safety information to all employees as a part of an on-going program of health and safety awareness and education. Such information may be reviewed and updated annually with input from the departmental Joint Union/Management Health and Safety Committee(s).

B. Employees may request to receive additional job-specific health and safety training as needed and deemed appropriate by the State.

T.C. (VN) 07/29/19 4:15 pm  
department

C. Where Departmental Joint Union/Management Health and Safety Committee(s) have been performed, information regarding Health and Safety Education Training may be an appropriate topic of discussion in these meetings. The departments agree to consider health and safety education and

TA 4:15 pm  
07/29/19

BW  
AM.  
A  
BSP  
M7

VN  
TR  
CF  
A

training recommendations issued by these joint committee(s).

TA 4:15pm  
07/29/19

Brad Wilkes  
over Watson  
Albert Munt  
Ace  
A. [unclear]  
Page 2 of 2  
Patricia Juan [unclear]  
Ment. Fish

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

7/23/2019 9:50 AM



Union Proposal  
Bargaining Unit 17  
Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

**10.5.17 Safety Orientation (Unit 17)**

- A. Unit 17 employees in twenty-four (24) hour facilities shall be provided orientation which includes safety policies, procedures, CPR, and the use of safety devices, within forty-five (45) days of hire.
- B. Safety orientation in other facilities shall be provided within forty-five (45) days; however, CPR training will be made available within twelve (12) months of hire.

*TA, 1:30pm  
Union*

*L. G. [Signature]  
Vanessa [Signature]  
B. [Signature]  
Tony [Signature]  
Dai Steadman  
[Signature]*

*State  
[Signature]  
[Signature]  
[Signature]  
Janet [Signature]*

Management Counter Proposal

Bargaining Unit: 20

Exclusive Representative: SEIU

Article: 10.5.20

Subject: Safety Orientation (Unit 20)

Date: 8/8/19  
passed @ 1:11pm  
8/17/19  
11:02 AM TA

The State shall endeavor to provide Unit 20 employees in twenty-four (24) hour facilities orientation which includes: safety policies, procedures, CPR and the use of safety devices within ~~two (2) months~~ forty-five (45) days of hire and will provide this orientation no later than five (5) months from date of hire.

TA  
@  
SEIU 1000  
8/8/19  
Susan Baum  
Karen Frankli  
Steph Charles  
H  
Richard J. Hegner

State  
Dellert  
Amy  
Annita Kern  
[Signature]  
[Signature]



Union Proposal

Bargaining Unit 21

Date 7/20/19

Proposal No: 1

T/A'd 1:29 AM

The Union proposes the following rollover language:

**10.5.21 Health Promotion Activities (Unit 21)**

- A. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care costs, encourages departments and employees to participate in health promotion and injury prevention activities.
- B. Departments may, based on operational needs, allow WWG 2 employees up to one full hour of administrative time-off (ATO) per month, to participate in State sponsored on-site health promotion activities.
- C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the work site; seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and flu immunizations.

7/20/19

Miguel Cab...

*[Handwritten signature]*

State  
7/20/19

Annetta Kahn  
Key Boss

*[Handwritten signature]*

Marian  
Jong Hui



Union Proposal

Master Table

Date 8/22/19

11:44 am

TA

Proposal No: 2

The Union proposes the following language:

**10.6 Emergency Evacuation Procedures**

Stark

A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees. The program shall be reviewed every two years to identify current trends and best practices.

B. Each department shall provide training upon implementation of the plan, for any changes to the plan, or for changes to the scope of the employees' responsibilities.

C. Any concerns arising from this section may be addressed by either party by raising the issues to the health and safety committees established under Article 10.2, Health and Safety Committees.

Handwritten signatures on the left side of the page, including names like James Z...

Handwritten signatures on the right side of the page, including names like Stark, Cecelia...

Handwritten signature at the bottom right, possibly 'ADT'.



B.D. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the CalHR level shall be final.

Wagner  
James Z  
TKM  
Green  
Brad Willis  
Robert  
Ma  
K  
Susan  
My and Cedar

Stat  
P  
S  
B  
B  
MP  
JTC  
OH  
MS  
a

CEP  
#  
J  
ADT au  
5/1/2019 10:28 AM



Union Proposal  
Master Table

Date \_\_\_\_\_

Proposal No: 1  
8/1/19  
8/20/19  
11:33 AM  
State

The Union proposes the following rollover language:

10.7 Protective Clothing (Excludes Units 17 and 21)

- A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.
- B. "Protective Clothing" means attire, that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of their duties. Protective clothing provided pursuant to this Contract is State owned or leased property which will be maintained by the State. Damaged protective clothing, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

*uswader*

*800*

*THILL*

*Karen J. ...*

*Brad Williams*  
*Robert*

*[Signature]*

*Akuma*

*Bonnie Piers*

*[Signature]*

*LSa*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*Cecilia E. Ford*

*[Signature]*

*Mary Holt*

*[Signature]*

*[Signature]*

*[Signature]*



Union Proposal  
Master Table

Date 07/30/19

Proposal No: 1

**The Union proposes the following rollover language:**

**10.7.17 Protective Clothing and Equipment (Unit 17)**

- A. When the State determines and requires protective clothing to be worn or equipment to be used, the State shall provide the protective clothing and equipment. Protective clothing provided pursuant to this section is State owned or leased property which will be maintained as the State deems necessary.
- B. When protective clothing or equipment is provided, the employee shall wear or use the protective clothing and equipment in accordance with instructions provided by the State. Employees using State provided protective clothing or equipment shall be held responsible for the loss of and/or damage to the protective clothing and equipment other than that incurred as a result of normal wear or through no fault of the employees. If the protective clothing or equipment is determined by the State to be defective or of inadequate quality to afford proper protection or

*TFA 1:30pm*  
*Union*  
*Robert*  
*Nancy*  
*Bob*  
*Tom Zubart*  
*Dai Stadman*  
*Mike*  
*State*  
*Helen*  
*Joe*  
*John*  
*Jeanette*

TA 1:30pm

Union

*[Handwritten signature]*

*[Handwritten signature]*

Tony Sabat

Di Steadman

*[Handwritten signature]*

State

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

damaged to such a degree as to impair proper protection, the State shall provide replacement or repaired protective clothing and equipment at no cost to the employees.



T/A'd  
1:30 AM

Union Proposal  
Bargaining Unit 21  
Date 7/20/19

Proposal No: 1

7/20/19

*Myel Condu*  
*[Signature]*  
*[Signature]*

The Union proposes the following rollover language:

**10.7.21 Protective Clothing (Unit 21)**

A. When protective clothing is required by the employee's supervisor, the State shall either provide the protective clothing or reimbursement of actual substantiated amounts for initial or replacement cost as necessary. Employees must request reimbursement in accordance with department policy. Reimbursement shall only be provided when the employee substantiates the expense by providing a receipt(s) for the required item(s). "Protective clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employee's clothing from damage or stains which would be present in the normal performance of his/her duties and/or which is required for the employee to protect the employee's body from possible injury.

State - 7/20/19  
*Marian Jongsma*

*Marian Jongsma*  
*Gene Buehler*  
*Annette Kahn*  
*Katy DeBos*

B. Protective clothing provided pursuant to this Section

is State owned or leased property which will be maintained as the State deems necessary.

C. Protective clothing damaged due to the negligence of the employee shall be replaced by the employee at his/her expense.

D. The employee shall comply with any instructions provided by the State in regards to protective clothing.

*Muel Conde*  
*[Signature]*  
*Chris Sheffield*

State

*Emily Bingham*  
*Marian Jang-Hui*  
*Anette Kahn*  
*Kelly DeRoss*



Union Proposal

Bargaining Unit 14

Date July 30, 2019  
@ 2:50 P.M.

Proposal No: 1

The Union proposes the following rollover language:

**10.8.14 Protective Clothing Program at Office of State Publishing (OSP) (Unit 14)**

- A. The Union agrees that the State shall continue a protective clothing program in the OSP pressroom. The Program shall continue for the duration of the contract.
- B. "Protective Clothing" means attire, which is worn over, or in place of, regular clothing and is necessary to protect employees' clothing from damage or stains, which would be present in the normal performance of their duties.
- C. The State shall provide and maintain the protective clothing.
- D. Employees shall be required to wear the protective clothing.
- E. Employees may choose to wear their Solidarity shirts and may do so on Wednesdays. The OSP is not liable for Solidarity shirts that become soiled or damaged.

TA SEIU Local 1000

*Robert Jega*

*Edward Page*

*Russell Johnson*

*TA-7/30/19  
@ 2:50 PM*

*Stacy Blivander  
Cathy G...  
C. Baldwin*

*[Handwritten signature]*



Union Proposal

Master Table

Date 8/8/19

Proposal No: 1

The Union proposes the following rollover language:

TA

10.9 Safety Equipment (Excludes Units 15, 17 and 21) 8-12-19

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

1:11 PM State

A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.

B. The State shall provide training in the use of safety equipment required in the performance of the job.

C. Employees may request additional safety equipment if they feel it may add to their overall safety.

D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

[Handwritten signatures and initials on the right side of the page, including names like 'Susan Davy', 'Gregory Cretchoff', and 'Cecilia']

[Handwritten notes on the left side of the page, including 'WALKER', '800', 'THAM', 'Karen', 'Brooklyn', 'Robert', 'Alicia', and 'Brooke Per']

8/12/19 1:11 PM [Handwritten initials]

[Handwritten signatures and initials at the bottom right, including 'Kelly Pichos' and 'Holly']





Union Proposal

Bargaining Unit 15

Date 8/2/19

② 2:50

Proposal No: 2

SEIU 1000

*Mue [Signature]*  
*Jan [Signature]*  
*Lisa [Signature]*  
*[Signature]*

The Union proposes the following language:

**10.9.15 Safety Equipment and Safety Goggles/Glasses (Unit 15)**

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

- A. Such equipment may include safety devices, wearing apparel (e.g. cloth aprons, gloves) and other equipment for the protection and safety of employees in the conduct of their assigned duties.
- B. The State shall provide training in the use of safety equipment required in the performance of the job.
- C. Employees may request additional safety equipment if they feel it may add to their overall safety.
- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

TA 08/02/19 3:19  
*Stacy Miranich*  
*Maggie Gray*  
*[Signature]*

E. The State will provide Bargaining Unit 15 employees safety goggles when required by the State. When the State concurs that an individual Unit 15 employee cannot wear safety goggles over prescription glasses, the State shall provide an initial pair of prescription safety glasses, including reasonable time off without loss of compensation for examination and fitting of the glasses.

MP  
JDM  
KAB  
KYJ

1. Employees shall wear safety goggles or prescription safety glasses in accordance with instructions provided by the State.
2. Safety goggles provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided safety goggles shall be held responsible for loss and/or damage to the safety goggles other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss

TA 8/2/19  
SM 3.19

MO

AK  
MK

or damage to State provided safety goggles or glasses.

*Ma...  
D...  
Lisa Oberst  
2/11/19*

F. The State shall provide Bargaining Unit 15 employees safety-toed shoes/boots when required by the State. Safety-toed shoes/boots provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided safety-toed shoes/boots shall be held responsible for loss of and/or damage to the safety-toed shoes/boots other than that incurred as the result of normal wear or through no fault of the employee. If grieved, the burden of proof shall be on the State in cases of loss or damage to State provided safety-toed shoes/boots.

*TA  
8/2/19  
SM 3:19*

Employees shall wear safety-toed shoes/boots in accordance with instructions provided by the State.

*MO*

*R  
WR*



T/A 8/6/19  
4:08 PM

Union Proposal

Bargaining Unit 21

Date 8/6/19

Proposal No: 2

The Union proposes the following language:

**10.9.21 Safety Equipment (Unit 21)**

The State is committed to providing protective and safety equipment for the personal protections of its employees, taking into consideration the various work environments and the inherent risks of various job assignments. The State shall determine the protective and safety equipment, by employee classification and job assignment. Employees may request additional safety equipment be made available for their use in the job. Denial of an employee request for safety equipment by the State shall be in writing.

T/A  
[Handwritten signatures]

STATE  
Guy Burghgraef  
Anette Kahan  
Kelly DeBos  
Manam Jonghui





Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

*TA Union 1:31pm*

**The Union proposes the following rollover language:**

**10.10.17 Medical Monitoring (Unit 17)**

Medical monitoring programs may be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and may take into account the status of current technology and scientific recommendations for such programs. The Health and Safety Committees may make recommendations regarding medical monitoring programs to the department head or designee.

*[Handwritten signatures: DeLong, Nussba, Mulkshi, Tony Jackson, DuStaden]*

*[Handwritten signature]*

*State*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*



Union Proposal  
Master Table

Date \_\_\_\_\_

TA 8/14/19  
9-12-19  
Proposal No: 11:32p

*uqwalker*

The Union proposes the following rollover language:

*Slak*

10.11 Hazardous Materials (Excludes Unit 17)

A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.

*[Handwritten signature]*

*Stor*

*[Handwritten signature]*

*Jeff Paul*

*[Handwritten signature]*

*Kelly Duboss*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*Susan Dawey*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exist:

1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;
2. The employee is required to use/handle the substance; or

*800*  
*PAH*  
*Karen [unclear]*  
*Brad Walker*  
*[unclear]*  
*[unclear]*  
*[unclear]*  
*[unclear]*  
*[unclear]*  
*[unclear]*

*[Handwritten signature]*  
*[Handwritten signature]*

Wagner

3. It is necessary to update or otherwise train an employee in its use.

808

TIMM

Karen J. [unclear]

Bred Wilkin

Robert [unclear]









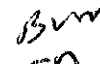








Maureen [unclear]

Offense

Mel Cole

Bruce Ren

Stark





Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

**The Union proposes the following rollover language:**

**10.11.17 Hazardous Materials (Unit 17)**

*TH Union  
1:31pm  
J. Cant  
Mansoor*

- A. Upon request of the Union or an employee, the State shall provide a completed MSDS for each hazardous substance in use by Unit 17 employees at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.
- B. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.
- C. An employee will receive training from his/her supervisor or from other departmental resources in the use of a hazardous substance where: (1) the manufacturer is required under Labor Code section 6390 to provide a MSDS; (2) the employee is required to use the substance; and (3) the employee has not previously been trained in its use. This provision shall be grievable only

*Amir  
Tony  
D. Steedman  
W. R.  
State  
H. R.  
J. R.  
J. R.*

TA.  
Union 1:31pm

through the Director's level in the grievance procedure contained in Article 6 (Grievance and Arbitration Procedure) of this Contract.

K. Cant

[Signature]

b. M. [Signature]

Tony [Signature]

D. [Signature]

MK

state

H. [Signature]

[Signature]

[Signature]

[Signature]

[Signature]



Union Proposal  
Master Table

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**10.12 Employee Restroom Facilities**

To the extent possible, where both male and female employees are employed at a permanent work site, the State will provide separate restroom facilities which are also separate from those facilities provided to inmates, wards, residents, patients, members, and students.

8/19/19

*Handwritten signatures on the left side of the page:*  
W. Walker  
T. Hill  
Karen  
Bob  
Robert  
M. St...  
C. Cant  
A. Leam  
M. Cole  
D. P...

*Handwritten signature in a circle:* JA

*Handwritten word:* State

*Large handwritten signature:* [Signature]

*Handwritten signature:* Guy

*Handwritten signatures on the right side of the page:*  
55h  
Hedda  
Anna  
Dina Nadesky  
Susan Dawey  
[Signature]  
[Signature]  
[Signature]

*Handwritten signatures at the bottom right:*  
Jeff...  
Mary...  
Katy...



Union Proposal

Master Table

Date 8/8/19

TA 8.12.19

Proposal No: 1

*Jeff Wacker*  
*800*  
*Travis*  
*Karen*  
*Brad Wells*  
*Robert*  
*Mark*  
*L. Leane*  
*Brooke Pease*

The Union proposes the following rollover language:

1:14 PM

10.13 Access to Work Areas 24 Hours (Excludes Units 17 *State* and 21)

- A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.
- B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from their work areas during their normal work hours.

*Paul*  
*Heath*  
*John*  
*Samuel*  
*Maria Felito*  
*Susan Davy*  
*John*  
*John*  
*Mark*  
*4*

*John*  
*Paul*

*Cecilia S. Grand*  
*Gregory J. Cretter*  
*Key Dates*  
*John*  
*V. H. H. H.*  
*Shayla*



Union Proposal  
Bargaining Unit 21

Date 7/20/19

7/20/19 T/A'd 1:35M

Proposal No: 1

The Union proposes the following rollover language:

*Myel Colvin*

**10.13.21 Access to Work Areas 24 Hours (Unit 21)**

*[Signature]*  
*Chris Humphreys*

A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.

B. Upon request, and subject to operational need and the overall safety of the employees, departments may grant access to employees outside their normal work schedule.

State - 7/20/19

*Marian  
Jong Hui*

*Guy Bargh*

*Anetta Kahn  
Katy DeRoss*



Union Proposal  
Master Table

Date \_\_\_\_\_

*TJ* 8/19/19  
11:31am

Proposal No: 1

State

*Wagner*  
*800*

The Union proposes the following rollover language:

**10.14 Personal Alarms (Excludes Units 15, 17 and 21)**

A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request.

B. The departments having twenty-four (24)-hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.

C. Any institution currently providing such personal alarm devices will continue to do so.

D. This provision shall not supersede any existing departmental or institutional policy governing the use of personal alarms.

*[Handwritten signatures and initials on the right side of the page, including names like 'Haley', 'Dawn', 'Donna', 'Mary', and 'M']*

*[Handwritten signatures and initials on the left side of the page, including names like 'Kusner', 'Brad', 'Robert', 'Kerry', and 'Brook']*



8/9/2019

pared @ 1014

Union Proposal

Bargaining Unit 15

Date 8/9/19  
5:14

Proposal No: 2

**The Union proposes the following language:**

**10.14.15 Personal Alarms-CDCR (Unit 15)**

A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly to ensure operational order. Upon an employee's request, a transmitter will be additionally tested. A log of the testing shall be maintained by the department. The Union shall have the right to inspect this log upon written request. If a Unit 15 employee attends the monthly Health and Safety Committee meeting at an institution, the department shall make the log available for inspection during that meeting.

B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being

T/C  
daily 5:30

TA  
8/9/19  
5:31

Stacy...  
Kim...  
C...  
Maggie...

Rosemaria...

SEIU 1000  
M...  
L...  
J...  
2/9/19

tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.

~~Handwritten signature~~  
apud us  
Lisa P Beant  
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- C. Any institution currently providing such personal alarm devices will continue to do so.
- D. This provision shall not supersede any existing departmental or institutional policy governing the use of personal alarms.
- E. Upon request from the Union, the California Department of Corrections and Rehabilitation shall establish an additional seat for a Unit 15 employee to participate in the monthly Health and Safety Committee meeting at the institution where they work. The Unit 15 employee reserves the right to add an item to the meeting's agenda to discuss issues associated with Personal Alarms.

TA  
8/9/19  
5:31  
Jom  
Kew  
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MK  
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RS





Union Proposal

Bargaining Unit 21

Date 7/30/19

Proposal No: 1

*Passed  
2:03PM*

*4:14PM T/A*

The Union proposes the following rollover language:

**10.14.21 Personal Alarms (Unit 21)**

A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request. The parties agree concerns in this area are appropriate subjects for priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.

B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.

STATE  
*Guy Burghgraf*  
*Kelly DeRosier*  
*Annette Kunk*  
*Marcus*  
*Jong Hui*

4:14 PM T/A  
*Mye Lee*  
*[Signature]*

- C. Any institution currently providing such personal alarm devices will continue to do so.
- D. This provision shall not supersede any existing departmental or institutional policy governing the use of personal alarms.

*Yell Carter*  
*[Signature]*  
*Mrs. Mufatel*

State  
*Sue Burgess*  
*Chief Deboss*  
*Annexation*  
*Marian Jones Hui*



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

*1:32 pm*  
TA UNION

The Union proposes the following rollover language:

**10.15.17 Personal Alarms: CDCR (Unit 17)**

The Department of Corrections and Rehabilitation shall provide to a Unit 17 employee a personal alarm transmitter which is calibrated to the zone area where the employee is assigned. The transmitter shall be tested daily to ensure operational order.

*K. [unclear]*  
*[unclear]*  
*[unclear]*  
*Tony Zuckert*

*Dir Steedman*  
*all of the*  
*State*

*Hilda Herrera*  
*[unclear]*  
*[unclear]*  
*Jeanette Steed*



Union Proposal

Bargaining Unit 15

Date 7/15/19 8/2/19 @ 11:45  
~~11:15 AM~~

Proposal No: 1

The Union proposes the following rollover language:

**10.16.15 Alarm System: DDS and DSH (Unit 15)**

- A. The DDS and DSH agree that all alarm system equipment shall be maintained and periodically tested to ensure employees' safety.
- B. The personal alarm shall be tested daily to ensure operational order.
- C. DDS and DSH agree to meet with the Union, upon request, to discuss problems with the alarm system and necessary plans to correct these problems.

SEIU 1000  
*[Handwritten signatures]*  
 appears only  
 Lisa B...  
 2/11/19

TA 8/2/19 @ 11:45  
 Maggie Keig  
 Amy...  
*[Handwritten initials]*



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

TA 1:33pm  
UNION

The Union proposes the following rollover language:

**10.16.17 Alarm System: DDS and DSH (Unit 17)**

- A. The Departments of Developmental Services and Department of State Hospitals agree that all alarm system equipment shall be maintained and periodically tested to ensure employees' safety.
- B. The personal alarm shall be tested daily to ensure operational order.
- C. DDS and DSH agree to meet with the Union, upon request, to discuss problems with the alarm system and necessary plans to correct these problems.

*K. C. [Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
 Dai Steidm  
 [Signature]

State  
*[Signature]*  
*[Signature]*  
*[Signature]*  
 Jennell [Signature]



Union Proposal

Master Table

Date 8/8/19

Proposal No: 1

*up marker*

The Union proposes the following rollover language:

*TA 1:15 AM*  
*8/12-19*  
*State*

**10.18 Referral of Assault/Battery (Excludes Units 1, 3, 11, 14, 17 and 21)**

- A. The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.
- B. The State shall report all cases involving a toll patron assault and/or battery, as defined by existing laws, on a toll collector to the appropriate policy agency.

*[Handwritten signatures on the left side of the page]*

*[Handwritten signatures on the right side of the page]*

*Dina Hadesy*  
*NAME 10/10*  
*Dawn Dawcy*

*[Handwritten signature]*

*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
*[Handwritten signature]*

5/1/2019 11:02 AM

*[Handwritten signature]*  
*[Handwritten signature]*



Union Proposal

Master Table

Date 8/8/19

Proposal No: 1

The Union proposes the following rollover language:

**10.18 Referral of Assault/Battery (Excludes Units 4, 11, 15, 17 and 20)**

The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

TA  
1:15 PM  
8/12/19  
Stak

*[Handwritten signatures and initials on the left side of the page]*

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*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
Anna Hadesky  
Name Photo

Guy  
Photo  
*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
5/1/2019 11:03 AM  
Jeff Pichess

*[Handwritten signature]*

07/29/19  
2:10pm



Union Proposal  
Bargaining Unit 11

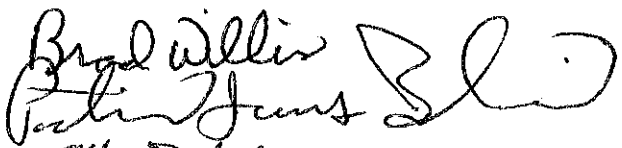


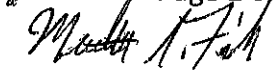
Date \_\_\_\_\_

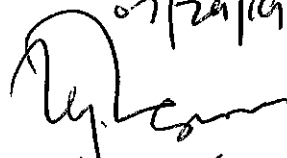
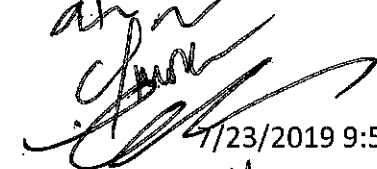
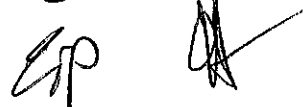
Proposal No: 1

The Union proposes the following rollover language:

10.18.11 Referral of Assault/Battery (Unit 11)

- A. The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.
  
- B. The State shall report any assault and/or battery, as defined by current laws that occurs during an inspection performed by an employee of the Air Resources Board or the Department of Food and Agriculture to the appropriate law enforcement agency.

  
 Brad Willis  
  
 Albert M...  
  
 Amy...  
 Page 1 of 1  
  
 Mack...

TA 4:17pm  
 07/29/19  
  
  
 7/23/2019 9:51 AM  






Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

**10.18.17 Referral of Assault/Battery (Unit 17)**

The State shall refer all cases involving a ward, inmate, or patient assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

*TA Union 1:33pm*

*K. O. Warr  
Nessess  
M. H. H. H.*

*Tony Judak*

*Di Steedman*

*M. S. R.*

*State*

*Hilda Heron*

*[Handwritten signature]*

*Jeanelle Hamilton*





5:33 PM  
T/A

Union Proposal

Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

**10.19.3 Positive Behavioral Support Training (Unit 3)**

A. All departments will continue to make available training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations. Such training must be available at least once annually.

B. Department of State Hospitals (DSH) and the Department of Developmental Services (DDS):

1. Assaultive behavior training shall be mandatory.
2. All employees will be required to attend assaultive behavior training at a minimum of every two (2) years. Assaultive behavior training shall be mandatory within six (6) months of assuming employment.
3. Representatives of SEIU Local 1000 (Unit 3) may meet with DDS for the purpose of discussing the need to reform

*STATE*  
*James W. Dinsley*  
*Cheryl Kerk*  
*Cheryl*  
*2.5.19*  
*7/19/19*  
*Greg Buehler*  
*Supervisor James*

T/A  
AK

*AK*  
*AK*  
*AK*  
*AK*

a statewide assaultive behavior training committee.

4. The DSH will continue to allow the SEIU Local 1000, one (1) seat on the statewide committee.

C. California Department of Corrections and Rehabilitation/Division of Juvenile Justice (CDCR/DJJ):

1. As part of the new employee orientation, the Division of Juvenile Justice (DJJ) will provide training in appropriate techniques in de-escalation and handling assaultive behavior.
2. In addition, annual refresher training will be conducted for all Unit 3 employees.

STAFF  
Jung  
Winkler  
Avery  
Klecker

D. California Department of Education, State Special Schools

1. As part of new employee orientation, the State Special Schools will provide Nonviolent Crisis Intervention (CPI) training.
2. Annual refresher training will be provided to all full time Unit 3 employees at State Special Schools.

Chad  
Zig  
Lynn  
7/19/19

WIM  
Sknaap

Murray  
Kemp

Chris  
Hufeld

Greg  
Bunford  
Tyrone  
Jones



Union Proposal  
Bargaining Unit 17  
Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

**10.19.17 Prevention and Management of  
Assaultive Behavior or Therapeutic Strategies  
and Interventions Training (Unit 17)**

A. Department of State Hospitals (DSH) and Department  
of Developmental Services (DDS):

1. At DDS Prevention and Management of Assaultive Behavior (PMAB) or at DSH, Therapeutic Strategies and Interventions (TSI) training shall be mandatory.
2. The State shall provide all employees with an annual opportunity to attend PMAB/TSI training. All employees will be required to attend PMAB/TSI training at a minimum every two (2) years. PMAB/TSI training shall be mandatory within six (6) months of assuming employment.
3. Employees shall be compensated for attending PMAB/TSI training.

TA UNION 1:34 pm  
*[Handwritten signatures and notes on the left side of the page, including names like 'L. Conrad', 'Tony Zuber', 'Dai Stadman', 'State', 'Helen', 'J. Miller', and 'Jeanelle']*

4. Representatives of SEIU Local 1000 (Unit 17) may meet with DDS for the purpose of discussing the need to form a statewide PMAB Committee.
5. Upon request of the Union, the Department of State Hospitals agrees to schedule a meeting at the headquarters level to consider the Union's suggestions relating to the TSI program in DSH.
6. The Union shall be entitled to representation on the DSH Statewide TSI Committee.

B. The Department of Corrections and Rehabilitation and SEIU Local 1000 (Unit 17) will meet to address issues relating to self defense and PMAB/TSI training.

C. PMAB/TSI training for Unit 17 employees in departments or facilities other than those listed in paragraphs A and B above, may be offered on a space available basis and subject to arrangements being made to relieve the employees of their regular duties.

TA UNION 1:34 pm  
*[Handwritten signature]*

*[Handwritten signature]*  
 Tony Jackson

*[Handwritten signature]*  
 Dan Stead

State Human Resources  
*[Handwritten signature]*  
 Jeanele Skiller



Union Proposal

Bargaining Unit 15

Date 8/2/19  
@ 11:45

Proposal No: 1

SEIU 1000  
MLP  
ADW  
AC  
Q  
YDB  
KYS

The Union proposes the following rollover language:

**10.20.15 Active Treatment Crisis Management, Therapeutic Strategies and Interventions Training or Non Violent Crisis Intervention, (CPI) (Unit 15)**

TA 08/02/19 @ 11:45 AM  
Stacy M. V. March  
[Signature]  
Maggie C. King

A. The State shall provide Active Treatment Crisis Management or Therapeutic Strategies and Interventions Training for Unit 15 employees whose regular assignment involves the coordination and care of clients in Department of Developmental Services (DDS) and Department of State Hospitals (DSH). Such training shall occur within a timely manner or in the case of a newly hired employee, within six (6) months of being hired.

B. Upon request, other Unit 15 employees in DDS and DSH will be provided Active Treatment Crisis Management (DDS) or Therapeutic Strategies and Interventions Training (DSH) when space is available and arrangements can

be made to relieve them of their regular duties.

C. Such training will occur during Unit 15 employees' regular work shift. However, departments may adjust the employees' work schedule to allow for their participation in the training.

TA 8/2/19  
m

D. The Department of Education shall provide Non Violent Crisis Intervention, (CPI) for all Unit 15 employees whose regular employment requires routine contact with students. Non Violent Crisis Intervention, (CPI) involves training in procedures primarily designed to alert employees to potential impulsive or aggressive behavior of students in the Special Schools. Such training shall occur prior to the termination of the school year.

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uk

Murphy  
Jan 2019  
adults city  
Yvonne Borant  
2/1/19





Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

SEIU 1000  
7/29/19  
@ 1455

*[Handwritten signatures: Roseanne, Karen Franklin, W for, Patricia, David Charles, M]*

The Union proposes the following rollover language:

**10.20.20 Assaultive Response Training (Unit 20)**

The State will review the availability of assaultive response training and will endeavor to provide assaultive response training to Unit 20 employees.

The Departments of State Hospitals, Developmental Services, Veterans Affairs, and Education shall provide Management of Assaultive Behavior training where required by the State. Management of assaultive behavior is in-service training in a series of techniques and procedures primarily designed to protect hospital residents, clients, and students from the affect of their own impulsive behavior.

*[Handwritten notes and signatures: State, Diller, Herrera, Jeannette, Jeannette Kahn, and several large illegible signatures]*



T/A 8/9/19  
3:13 PM

Union Proposal  
Bargaining Unit 21

Date \_\_\_\_\_

Proposal No: 2

The Union proposes the following language:

**10.20.21 Training for Hostile and Threatening Behavior (Unit 21)**

Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.

T/A  
Myel Cole  
Chris Humphreys

STAFF  
Suzanne Burghgraves  
Mark [unclear]  
Kelly DeBross  
Annita Kurn



Union Proposal

Master Table

Date 8/20/19

8/20/19  
2:06 PM

Proposal No: 3

TA

Wacker

The Union proposes the following language:

TKM

**10.21 Workplace Violence and Bullying Prevention Program**

Murphy

The State and the Union developed a model Workplace Violence and Bullying Prevention Program. The parties

stak

Helen

agree that the model Workplace Violence and Bullying Prevention Program will be updated during the term of

Robert

this Contract to include the definition of "abusive

Ausa

conduct", consistent with Government Code Section

Robert

12950.1, and that "abusive conduct" is also known as

Brad

"bullying". Each department shall maintain a Workplace

Myr

Violence and Bullying Prevention Program that meets

James

the existing mutually agreed upon model program until

an updated model program is made available to

departments. The department program shall be in writing

and distributed and/or made available to all employees.

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Donna Hadesky

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Union Proposal

Master Table

Date 8/8/19

TA

8/2/19

Proposal No: 1

Ugawacker

The Union proposes the following rollover language:

1:17 PM

10.22 Computer Work Stations

State

A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union/Management Video Display Terminal Committee Report.

B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the "Easy Ergonomics for Desktop Computer Users" booklet which will be available to all departments for training purposes.

C. Upon the request of the employee, the State shall provide an ergonomic evaluation of the employee's primary workstation by a trained evaluator.

D. The State shall take action as it deems necessary

[Handwritten signatures]

Donna Hadley  
Name 18100

Aaron Davy

W. Rice

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800  
THILL  
[Handwritten signatures]







Union Proposal  
Master Table

Date \_\_\_\_\_

TA 8-8-19

Proposal No: 1

1:18 PM  
Stark

The Union proposes the following rollover language:

10.23 Independent Medical Examinations

A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.

B. If the State, after the independent medical examination, determines that the employee cannot perform the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

W. Wacker

T. Bell  
K. Allen

B. Williams

R. O.

M. P. ...  
of ...

A. Keame

M. C.

B. P.

[Signature]

[Signature]

[Signature]

Donna Hadesky  
M. Polito

J. D.

[Signature]

[Signature]

[Signature]

J. Kelly

C. E. ...

[Signature]

[Signature]



Union Proposal  
Master Table

Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

**10.24.17 Immunization Against Diseases (Unit 17)**

The State shall offer immunization as required at State expense.

TA Union 1:34pm

*[Handwritten signatures]*  
Nancy  
B. Muntz  
Tony Judah

Du Steeden

M. J. V.

S. F.

Heck Hansen

*[Handwritten signature]*

Jeanette Kametler





Union Proposal

Master Table

Date

8/8/19

TA

8/12/19  
8-8-19

Proposal No: 1

1:19 PM

up Walker

The Union proposes the following rollover language:

808

**10.25 Infectious Disease Control (Excludes Units 15, 17, 20 and 21)**

State

A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in the Departments of Health Care Services, Public Health, Veteran's Affairs, DIR, DDS, DSH, CDCR and the California Environmental Protection Agency (CalEPA) whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the worksite, the State shall notify potentially

Handwritten signatures: Karen, Brad Miller, Bob, Brooke P...

Handwritten signatures: [Multiple signatures including names like Susan Davicy, etc.]

Handwritten signatures and notes at the bottom of the page.

Ugwa...  
800

exposed employees.

D. Infectious Disease Control Training shall include, but not be limited to, bloodborne and airborne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

T. R. R. R.  
T. R. R. R.  
Bred w. Dev  
Bred w. Dev  
Scott P. R.

State

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DH  
MP  
SD  
JTR

B [Handwritten signature]

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JTC

CECP

ICD

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Union Proposal

Bargaining Unit 15

Date 8/2/19

@ 11:45a

Proposal No: 1

The Union proposes the following rollover language:

**10.25.15 Infectious Disease Control (Unit 15)**

A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in the Department of Health Care Services, Public Health, Veteran's Affairs, DIR, DDS, DSH, CDCR, and the California Environmental Protection Agency (CalEPA) whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the worksite, the State shall notify potentially exposed employees prior to entering the

SEIU 1000  
MLP  
LDM  
AC  
YBB  
KYD

TK'd 8/2/19  
@ 11:45a

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*Magpie & Reeg*

affected area.

D. Infectious Disease Control Training shall include, but not be limited to, bloodborne and airborne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

*Manhattan*  
*Dona D...*  
*Arthur L...*  
*Jiro D Board*  
*Z.H.L.*

*TAD 8/2/19*  
*@ 11:45a*  
*SM*

*MO*  
*ke*  
*ur*



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

**The Union proposes the following rollover language:**

**10.25.17 Infectious Disease Control (Unit 17)**

*TA  
union 1:35pm*

*[Handwritten signature]*

*[Handwritten signature]*

*Dei Steadman*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

A. The State shall provide in-service training in infectious disease control and isolation procedures on an annual basis utilizing the best guidelines available. Examples of guidelines the State may use are the Joint Advisory Notice issued by the Center for Disease Control. For licensed hospitals, such training shall be consistent with California Administrative Code Title 22. For other clinical settings, such training shall reflect the needs of the work environment.

B. The State agrees that, upon request of SEIU Local 1000, a special meeting of the Professional Practice Group, provided for under Article 13.18, or the Health and Safety Committees provided for under section 10.2 (Health and Safety Committees) will be held at each facility to review the safety procedures,

equipment, and materials relating to treating patients and clients with bloodborne diseases such as hepatitis or acquired immune deficiency syndrome.

C. When an outbreak of infectious, contagious or communicable diseases/conditions is known at the worksite, the State shall notify potentially exposed employees.

TA  
1:35pm  
union

K. Quat

W. J.

B. M. H.

Tony J. J.

D. J. S.

M. K.

State  
H. H.

J. J.

Jeanette Hamilton



Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

SEIU 1000  
7/29/19  
@1456

**The Union proposes the following rollover language:**

**10.25.20 Infectious Disease Control (Unit 20)**

A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in the Departments of Health Care Services, Public Health, Veteran's Affairs, DIR, DDS, DSH, CDCR and the California Environmental Protection Agency (CalEPA) whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the worksite, the State shall notify potentially exposed employees.

D. Infectious Disease Control Training shall include,

*Handwritten signatures:*  
Karen Franklin  
W. J. [unclear]  
Petra J. [unclear]  
Steve [unclear]  
M. J. [unclear]

*Handwritten signatures:*  
State  
Dillon [unclear]  
Jesse [unclear]  
Annita [unclear]  
[unclear]  
[unclear]  
[unclear]

but not be limited to, blood borne and airborne diseases.

- E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

*R. Keane*

*Karen Franklin*

*W. J.*

*Patricia A. Hemen*

*Steve Charles*

*M. J. R.*

*State*

*Hilde Hemen*

*Jeanette K. Bell*

*Annette Kahn*

*J. J.*

*[Signature]*

*[Signature]*





Union Proposal

Bargaining Unit 21

Date 7/26/19

7/20/19

T/A 1:35PM

Proposal No: 1

*Myel Cordre*

The Union proposes the following rollover language:

**10.25.21 Training in Infectious Disease Control (Unit 21)**

*[Signature]*  
*[Signature]*

A. The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.

State 7/26/19  
*Mariangongthui*

B. Employees shall be provided training on infectious disease control as related to job performance. Infectious disease control training shall include, but not be limited to, bloodborne and airborne diseases.

*Amy Burghyzael*

*Annette Kahn*  
*Kelly DeRoss*

C. When a Department becomes aware of an outbreak of infectious, contagious, or communicable diseases/conditions at a worksite, the State shall endeavor to notify potentially exposed employees.



Union Proposal

Master Table

Date 8/8/19

T4 8/12/19  
8/8/19  
1:20pm

Proposal No: 1

The Union proposes the following rollover language:

**10.26 Precautions Against Exposure to Bloodborne Pathogens**

A. The Department of Corrections and Rehabilitation (CDCR), State Hospitals (DSH), Veteran's Affairs (DVA), and Developmental Services (DDS) shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne pathogens. Examples of guidelines the departments may use are the Joint Advisory Notices issued by the Department of Labor, Department of Human Services, and guidelines issued by the Centers for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.

B. CDCR, DSH, DVA, and DDS shall provide the necessary training to staff who are responsible for

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*[Handwritten signatures: Gregory, Claire, etc.]*

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the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.

State

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- C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.
- D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.
- E. Employees who are exposed to bloodborne pathogens as a result of their employment will be advised of their ability to receive appropriate treatment and care as determined by their treating physician via the workers' compensation system.
- F. The departments will utilize the most up to date guidelines provided for the processing of laundry.

*Y. Walker*

*802*

*TRIM*

*Gerard P. P.*

*Brad Wilton*

*Robert A.*

*Mar. State*

*K. Cant*

*J. Brown*

*My. Co.*

*Boyer P.*

G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.

H. The Union will bring concerns regarding health and safety issues to the local Health and Safety Committee for resolution.

I. CDCR, DSH, DVA, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 section 5193 of the California Code of Regulations.

J. If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

*State*

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*OH*

*MP*

*SO*

*JTC*

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*AV*

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*SM*

*[Signature]*



Union Proposal

Master Table

Date 8/8/19

TA

8/12/19  
2:21 PM

Proposal No: 1

ugwawka

808

The Union proposes the following rollover language:

1:22 PM

**10.27 Remodeling/Renovations and Repairs**

State

A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.

[Handwritten signatures]

B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.

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C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to

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TRILL  
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Brad Wilton  
Belton  
Newspaper  
K. Cant  
Shannon  
Mydell  
Brooke Pen

[Handwritten initials]

assure the safety of employees/tenants.

*you would*

*800*

D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract:

*State*

"Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

E. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to this section.

*[Handwritten signatures and initials on the right side of the page, including 'State', 'BLW', 'DH', 'MP', 'SD', 'JDK', 'GJC', 'CEG', 'IS', 'SM']*

*[Handwritten signatures and initials on the left side of the page, including 'TRM', 'Fred Willis', 'Bob', 'Mar', 'Donat', 'Sharon', 'MCC', 'Sooka Per']*



Union Proposal

Master Table

Date

8/8/19

TA 8/12/19  
8874

Proposal No: 1

The Union proposes the following rollover language:

1:23 PM

10.28 Pest Control

A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least forty-eight (48) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.

State

B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.

C. Normally, the chemical application will take place during hours when the building is closed for business.

D. For leased buildings not managed by the State, the State will include the following language in all new

Handwritten notes on the left side of the page, including names like 'Karen Jeffers', 'Brad Willes', 'Brett', 'Marta', 'of Court', 'Johanna', 'Muel Cardo', and 'Brock Pen'.

Handwritten signatures and initials on the right side of the page, including 'Huh', 'Bluff', 'Bryant', 'Donna', 'Name', 'Drew', 'WZ', 'WZ', 'A', 'Blade', and 'L'.

Handwritten signatures and initials at the bottom right of the page, including 'Gregory', 'Celia', and 'Stacy'.

leases entered into after thirty (30) days following the ratification of this Contract:

"Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

E. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to this section.

State

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Y. Wadler  
S.S.  
+ R.M.

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Karen J. Puffin

*Handwritten signature:*  
Bradwell

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Robert J. ...

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M. ...

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L. ...

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Union Proposal

Master Table

Date 8/8/19

TA 8/2/19  
8-8-19

Proposal No: 1

1:24pm  
State

W. Walker  
808  
TRW

The Union proposes the following rollover language:

**10.30 Health and Safety Grievances**

Karen Jeffers  
Brad Willis  
Bob  
M. Pitt  
L. Cant  
A. Luna  
M. Cole  
S. Per

A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.

B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.

C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.

D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health

[Handwritten signatures and initials on the right side of the page, including names like John, S. Smith, Susan Dwyer, Gregory J. Cottol, and Kelly DeBross]

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and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

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1. Health and Safety Grievance – Step 2

a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.

b. The person designated by the

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department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the SEIU Local 1000 Headquarters.

Stack

2. Health and Safety Grievance – Step 3

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the CalHR as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected department(s).
- b. The Director of the CalHR or designee shall respond to the grievance in writing within fourteen (14) calendar days.
- c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the

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grievance to arbitration.

d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.

Stack

e. Arbitration shall be in accordance with section 6.11(B) of this Article unless otherwise provided.

Karen Oufers

Brad Willis

Bob Day

Mary Stall

Howard

Adelma

Michelle

John Pien

R

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07/29/19  
2:10pm



Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

**The Union proposes the following rollover language:**

**10.31.11 Health and Safety Inspections (Unit 11)**

While it is recognized that periodic health and safety inspections are the responsibility of each facilities manager, each department may, upon request of the Union, conduct annual health and safety inspections of facilities with Unit 11 employees. Such inspections shall be made by the departmental Health and Safety Officer and/or a designee. Upon advance request, a Union representative shall be permitted to accompany the Health and Safety Officer and/or a designee when conducting the inspections. Permission shall not be unreasonably withheld; however, it may be denied for reasons of safety, security, or patient care including patient privacy. The results of the inspections will be posted at each facility. This section is not subject to Article 6.

*Brad Willis*  
*Comp Director*  
*Robert James*

*Albert*  
*Michael*

TA 4:19pm  
07/29/19

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7/23/2019 9:56 AM

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Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**10.32.20 Information Regarding Medical Condition (Unit 20)**

Upon request the State will provide any employee in Unit 20 working with any inmate, ward, client, resident, patient or student, available pertinent medical information needed to properly care for these persons. Provision for the release of such information shall be consistent with applicable laws and rules pertaining to confidentiality.

SEIU 1000  
7/29/19  
@ 1456  
*[Signature]*

Karen Franklin  
*uf*  
*Patricia J. Heyman*

*Stacy Charles*  
*M. L. K.*

*State*  
*Hilda Herrera*  
*Janette Hamilton*  
*Annette Kane*  
*[Signature]*  
*[Signature]*  
*[Signature]*



Union Proposal  
Bargaining Unit 3  
Date 7/29/19

Proposal No: 1

T/A  
3:50 PM

The Union proposes the following rollover language:

**10.33.3 Temperature Controls (Unit 3)**

- A. The State and the Union acknowledge the vital importance of maintaining proper temperatures in the worksites that minimize physical discomfort and promote a healthy working environment.
- B. The State will endeavor to maintain ambient interior temperature within State owned and leased properties pursuant to applicable State Guidelines, including but not limited to, levels articulated in the State Administrative Manual (SAM) and levels articulated in Cal/OSHA policies.
- C. The State is committed to making every effort to adhere to the State Guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above the guidelines the State shall make every effort to correct this deficiency in a timely manner.
- D. In the event that the temperature continues to be out of

7/29/19

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Suzanne Knapp

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C. Thomas

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Allan Blum

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*[Handwritten signature]*  
Chalco

*[Handwritten signature]*  
P. J. Almy

*[Handwritten signature]*  
Jennifer Winters  
Lynn Winters

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Guy B. [unclear]



compliance with State Guidelines for an extended period of time, the State reserves the right to make the decision whether work continues or if non-essential employees will be released from the worksite. If non-essential employees in Unit 3 are released from the worksite by management, they will be released without loss of time or pay in accordance with their professional status.

E. This section shall only be grievable to the second level of the grievance process.

STATE 7/29/19

C. Gallo

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J. S. Green

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Suzanne Knapp  
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[Signature]  
C. [Signature]  
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~~adhere to the State Guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above the guidelines the State shall make every effort to correct this deficiency in a timely manner.~~

~~C. The State is committed to making every effort to adhere to the State Guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above the guidelines the State shall make every effort to correct this deficiency in a timely manner.~~

~~Administrative Manual (SAM) and levels articulated in not limited to, levels articulated in the State~~

~~temperature within State owned and leased properties pursuant to applicable State Guidelines, including but~~

~~B. The State will endeavor to maintain ambient interior temperature within State owned and leased properties pursuant to applicable State Guidelines, including but not limited to, levels articulated in the State~~

~~worksites that minimize physical discomfort and importance of maintaining proper temperatures in the~~

~~A. The State and the Union acknowledge the vital~~

**10.33.4 Temperature Controls (Unit 4)**

**The Union proposes the following language:**

Union Proposal  
Bargaining Unit 4

Date \_\_\_\_\_

Proposal No: 2/28/15

929 AM '15



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 But  
 Karen  
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 Florida Lopez  
 Jerry Henry  
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~~D. In the event that the temperature continues to be out of compliance with State Guidelines for an extended period of time, the State reserves the right to make the decision whether work continues or if non-essential employees will be released from the worksite. If non-essential employees are released from the worksite by management, they will be released without loss of compensation.~~

*Kuran Jeffers*  
*Mariya Bumb*

~~E. This section shall only be grievable to the second level of the grievance process.~~

*Aeda Reese*  
*Sony Gray*  
*Glenn Allen*  
*KE Adams*  
*Zutth*

*JB*  
*SM*  
*DU*  
*BN*  
*JS*



Union Proposal

Bargaining Unit 15

Date 8/2/19  
@ 11:45

Proposal No: 1

SEIU 1000  
MLP  
DWN  
AL  
LDB  
KYS

The Union proposes the following rollover language:

**10.33.15 Laundry and Kitchen Temperatures and Visibility**

(Unit 15)

A. At the request of the Union, State departments that maintain kitchens and laundries in which Unit 15 employees work, agree to meet to discuss alternative methods for resolving issues regarding temperature variance in laundry and kitchen work areas.

TA 08/02/19 @ 11:45 AM  
Stacy Mivart  
[Signature]  
Maggie Kelly

B. The State shall comply with applicable regulations regarding temperature variance in laundry and kitchen work areas. Additionally, the department will consider and may alter the shifts of Unit 15 employees so that they are working fewer hours during the hottest parts of the day. As resources permit, existing ventilation, heat, and air cooling systems, including auxiliary equipment provided in the laundries and kitchens, shall be maintained by the State in good working condition.

C. When an employee reports a loss of visibility in the kitchen area, due to elements such as steam or smoke, the supervisor will take appropriate action to ensure the safety of employees.

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8/2/19  
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D. The State shall maintain and clean the kitchen exhaust systems to mitigate the loss of visibility in the work area at least once a quarter, throughout the year.

MO

E. Upon request from the Union, the California Department of Corrections and Rehabilitation shall establish an additional seat for a Unit 15 employee to participate in the monthly Health and Safety Committee meeting at the institution where they work. The Unit 15 employee reserves the right to add an item to the meeting's agenda to discuss issues associated with laundry and kitchen temperatures.

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TA 9:39 pm 8/28/19  
Union Proposal

Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

TA

The Union proposes the following to DELETE the following language:

~~10.33.20 Temperature Controls (Unit 20)~~

- ~~A. The State and Union acknowledge the vital importance of maintaining proper temperatures in the worksites that minimize physical discomfort and promote health and safety.~~
- ~~B. The State will endeavor to maintain ambient interior temperature within State owned and leased properties pursuant to applicable State Guidelines, including but not limited to, levels articulated in the State Administrative Manual (SAM) and levels in Cal/OSHA policies.~~
- ~~C. The State is committed to making every effort to adhere to the State guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above or beyond the guidelines the State shall make every effort to correct this deficiency in a timely manner.~~

UNION

*[Handwritten signature]*  
Karen Frank

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6:31 PM 8/28/19  
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~~D. In the event that the temperature continues to be out of compliance the State Guidelines for an extended period of time, the State reserves the right to make the decision whether work continues or if non-essential employees will be released from the worksite. If non-essential employees are released from the worksite by management, they will be released without loss of compensation.~~

UNION

Mr J B

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07/29/19  
2:10 pm



Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

10.34.11 Health and Safety Incentive Award Program –  
Department of Water Resources (DWR) (Unit 11)

A. The DWR will establish on a pilot basis, a Health and Safety Incentive Program, in the Division of Operations and Maintenance (O&M) field divisions.

B. All permanent, full-time employees of the five (5) O&M field divisions will be eligible to participate in the program established for the division. The department agrees to provide funding of awards for the program.

C. The program is intended to encourage employees to work safely and reduce sick leave usage. Participation in this program is limited to employees working at the five (5) O&M field divisions. The management of O&M will develop criteria and guidelines for determining whether the awards will be in cash or in material goods. The criteria established will be discussed with the Union prior to

T.C. 4:21 pm 07/29/19  
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TA 4:23 pm 07/29/19

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implementing the program. Based upon the criteria implemented, awards will be given to employees who have established and maintained the best overall health and safety record.

D. If a dispute arises over this section (10.34.11 - Health and Safety Incentive Award Program - DWR), an employee may only file a complaint per Article 6, and the decision reached by the Director of DWR or designee shall be final. This section (10.34.11) shall be effective upon enactment of legislation which clearly exempts this provision from the definition of "compensation" contained in Government Code section 20022.

E. The State reserves the right to cancel this program if such action is deemed to be in the best interest of the State. The State agrees to give affected employees and the Union thirty (30) days notice prior to canceling the program.

Brod Wilbur  
Pauline James  
Albert  
Ann  
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Page 2 of 2

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07/29/19

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EPA

7/23/2019 9:58 AM



Union Proposal

Bargaining Unit 15

Date 8/9/19

4-14

Proposal No: 2

SEIU 1000  
*[Handwritten signatures and initials]*

The Union proposes the following rollover language:

**10.34.15 Building Temperature During Night Shift (Unit 15)**

The State shall endeavor to maintain moderate building temperatures while Custodians are performing assigned duties in the evening shift. Custodians shall refer concerns about building temperatures to their immediate supervisor, or building manager, in the event their supervisor is unavailable.

TA  
8/9/19  
4-14

*[Handwritten signatures: Stangl, Maggie Gray, Kim Sobel, Usher, and Rosman]*



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

*TA 1:35pm  
Union*

The Union proposes the following rollover language:

**10.35.17 Employee Self-Protection (Unit 17)**

The Department of Education Special Schools, the California Department of Veterans Affairs, the Department of Health Care Services and the Department of Public Health shall encourage Unit 17 employees to attend training provided in self-protection, including, but not limited to, rape prevention.

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Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

*TA UNION*

*1:36pm*

The Union proposes the following rollover language:

10.36.17 Incident Debriefing (Unit 17) *Table 1542*

*K. C. ...  
Nancy ...  
B. ...  
Tony ...  
Dai ...  
M. ...*

- A. Each Department with twenty-four (24) hour facilities shall develop <sup>a</sup> policy governing work-related situations associated with a major incident.
- B. The policy shall include definition of a major incident, and establish procedures which provide for employee referrals for necessary services.

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Joell ...*



Union Proposal  
Bargaining Unit 17

Date 07/30/19

Proposal No: 1

**The Union proposes the following rollover language:**

**10.37.17 Wellness Programs (Unit 17)**

The State shall encourage all agencies with Unit 17 employees to develop and implement departmental and/or local wellness programs within existing budgetary and staffing resources. Wellness programs may include, but are not limited to, classes, speakers, informational materials and other services on such subjects as stress management, smoking cessation, weight reduction, nutrition, general fitness, and/or relaxation techniques. Employee participation in wellness programs shall be voluntary and on the employee's own time. Insofar as practical, wellness programs should be made available to Unit 17 employees working evening, night or other than regular day shifts.

*TA UNION 1:36pm*

*K Conant*  
*Nancy Sexton*  
*Donna Adams*  
*Troy Z...*  
*Du Steedman*  
*M & R...*

*State*  
*Hilda Ham*  
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*[Signature]*  
*Jeanette Bennett*



Union Proposal

Bargaining Unit 17

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

**10.38.17 Rest Areas (Unit 17)**

A. Unit 17 employees shall be permitted to use non-work areas for breaks if it does not involve an additional cost; it does not involve areas restricted for health and safety reasons; it does not interfere with State business needs; or it does not negatively impact on patients, consumers, inmates, wards, or students' health and safety.

The State will endeavor to retain all existing break rooms or rest areas unless the space becomes necessary for the conduct of State business.

Operational needs permitting, the State shall endeavor to allow reasonable time for nurses to travel to break rooms when the facility layout prohibits a local rest area.

B. Unit 17 employees may identify and request specific alternative locations which allow them to be removed from their daily routine and the work area for other nursing employees.

*THA 1:36pm  
Union  
K. Cant  
Nancy Long  
B. Johnson  
Troy Judson  
Dai Steadman  
M. D. H.*

*State  
H. H. H.  
J. J. J.  
P. P. P.  
J. J. J.*



Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

JA  
SEIU 1000  
7/29/99  
@1457

The Union proposes the following rollover language:

**10.38.20 Rest Areas (Unit 20)**

- A. Unit 20 employees shall be permitted to use unrestricted non-work areas for breaks if it does not involve an additional departmental cost; it does not interfere with departmental business needs; or it does not negatively impact patient, ward, student, client or resident health and safety.
- B. The department will endeavor to retain all existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Where rest areas or break rooms are unavailable, Unit 20 employees may identify and request specific alternate locations, which allow them to be removed from their daily routine.
- C. At the Veterans Home and CDE's Special Schools, the departments will not schedule

*[Handwritten signatures]*  
Karen Franklin  
WJ  
Patricia J. [unclear]  
Steph [unclear]  
[unclear]

*[Handwritten signatures]*  
State  
Della [unclear]  
Jewel [unclear]  
[unclear]  
[unclear]  
[unclear]

student or member activities in designated  
employee break rooms.

A. Raune  
Karen Franklin  
W. J.  
Patricia J. Hegner  
Stacy Charles  
M. K.  
State  
Siddhi Venkatesh  
Janett Ebert  
Annita Kane  
J. J.  
K. G.  
A. S.





Union Proposal  
Master Table

U / 10:15  
8-23-19

Date \_\_\_\_\_

Proposal No: 2

TA  
1747 23 Aug 19  
W. Walker

The Union proposes the following language:

(TA)

10.X Temperature Controls (Excluding Units 3 and 15)

State

Karen  
Myel  
Robert  
Brid  
800  
Susan  
L. Cant

A. The State and the Union acknowledge the vital importance of maintaining proper temperatures at worksites to minimize physical discomfort and promote a healthy working environment.

[Signature]

B. The State will endeavor to maintain ambient interior temperature within State owned and leased properties pursuant to applicable State Guidelines, including but not limited to, levels articulated in the State Administrative Manual (SAM) and levels articulated in Cal/OSHA policies.

[Signature]  
[Signature]  
V. Nguyen  
A. Deiter

C. The State is committed to making every effort to adhere to the State Guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above the guidelines, the State shall make every effort to correct this deficiency in a timely manner.

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Maury Hatten  
Susan Dancy  
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D. In the event that the temperature continues to be out of compliance with State Guidelines for an extended period of time, the State reserves the right to make the decision whether work continues or if non-essential employees will be released from the worksite. If non-essential employees are released from the worksite by management, they will be released without loss of compensation.

E. This section shall only be grievable to the third level of the grievance process.

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TA 8/28/19

6:17pm  
8/28/19

Union Proposal  
Master Table

Date \_\_\_\_\_

*Kristine Rodrigues*

Proposal No: 2

*Dea Garcia*

The Union proposes the following language:

**11.1 Salaries**

A. SEIU Local 1000 eligible employees shall receive a General Salary Increase (GSI) of four percent (4%) seven percent (7%) effective July 1, 2017-2020, a GSI of four percent (4%) seven percent (7%) effective July 1, 2018-2021, and a GSI of three and a half percent (3.5%) seven percent (7%) effective July 1, 2019-2022.

A. General Salary Increases

1. Effective July 1, 2020, all SEIU represented employees in eligible classifications shall receive a General Salary Increase (GSI) of 2.5%.

2. Effective July 1, 2021, all SEIU represented employees in eligible classifications shall receive a GSI of 2.0%.

*WJW ackER*  
*8:00*  
*TRM*  
*Helen Pflis*  
*Brod Miller*  
*Robert Lopez*  
*Man Sult*  
*J. Curran*  
*Russell*  
*Mya Cole*  
*Broder Parni*

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*Polite*  
*Gen*  
*Bo Joff*  
*Susan Davoy*  
*Donna Hadesky*  
*Polite*  
*Mane Polito*  
*Xiaohu*

*Cecilia*  
*Stacy M. ...*  
*Hector*  
*Key ...*  
*...*

3. Effective July 1, 2022, all SEIU represented employees in eligible classifications shall receive a GSI of 2.5%.

B. Eligible employees classifications are within means an employee of a recognized collective bargaining unit that has a ratified collective bargaining agreement containing these provisions.

*Yusef Walker*  
*800*  
*TRM*  
*Green Pffis*  
*Brad Willes*  
*Robert Gya*  
*Man Talle*  
*K. Curant*  
*Quinn Deuma*  
*Myl Cole*  
*Brooke Pen*

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- 16. Program Auditor, CalPERS (4057);
- 17. Staff Program Auditor, CalPERS (4061);
- 18. Staff Services Management Auditor (5841);
- 19. General Auditor II (4287);
- 20. Investigative Auditor II, Department of Justice (4203);
- 21. Investigative Auditor III, Department of Justice (4215);
- 22. Investigative Auditor IV, Department of Justice (4224);
- 23. Insurance Rate Analyst (4441);
- 24. Associate Insurance Rate Analyst (4438);
- 25. Insurance Claims Specialist (4417);
- 26. Senior Insurance Rate Analyst (4435);
- 27. Transportation Analyst (4513);
- 28. Associate Transportation Representative (8699);
- 29. Computer Operator (1353);
- 30. Information Systems Technician (1360);
- 31. Information Technology Technician (1400);
- 32. Information Technology Associate (1401);
- 33. Information Technology Specialist I (1402);
- 34. Information Technology Specialist II (1414);
- 35. Driver Safety Hearing Officer (8287); **8727**
- 36. Environmental Planner (4640);
- 37. Environmental Planner (Archeology) (4617);
- 38. Environmental Planner (Architectural History) (4618);
- 39. Environmental Planner (Natural Sciences) (4635);
- 40. Associate Environmental Planner (4711);
- 41. Associate Environmental Planner (Archeology) (4634);
- 42. Associate Environment Planner (Architectural History) (4642);
- 43. Associate Environmental Planner (Natural Sciences) (4680);

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- 44. Associate Environmental Planner (Socioeconomic) (4682);
- 45. Right of Way Agent (4959);
- 46. Associate Right of Way Agent (4965);
- 47. Transportation Planner (4768);
- 48. Associate Transportation Planner (4721);
- 49. State Historian I (2801);
- 50. State Historian II (2800);
- 51. Financial Institutions Examiner (4101);
- 52. Senior Financial Institution Examiner (4102).

Effective July 1, 2020, SEIU Local 1000 represented employees in the following classifications shall receive the following special salary adjustment:

- 1. Corporation Examiner, range A (4443) (10.25%) (4443);
- 2. Corporation Examiner, range B (4443) (10.23%) (4443);
- 3. Corporation Examiner, range C (4443) (10.25%);
- 4. Corporation Examiner, range D (4443) (10.25%);
- 5. Corporation Examiner IV (Specialist), range A (4452) (10.26%);
- 6. Corporation Examiner IV (Specialist), range C (4452) (10.25%).

~~On July 1, 2017 SEIU Local 1000 represented employees in the following classifications shall receive the specified salary increase in addition to the General Salary Increase:~~

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e. Public Utilities Regulatory Analyst V (4616) —fifteen percent (15%);

12. Personnel Specialist Series

a. Personnel Specialist (1303) —two and one half percent (2.5%); and

b. Senior Personnel Specialist (1317) —two and one half percent (2.5%);

half percent (2.5%);

13. Payroll Specialist Series

a. Payroll Specialist (1311) —two and one half percent (2.5%); and

b. Senior Payroll Specialist (1315) —two and one half percent (2.5%);

percent (2.5%);

14. Tax Auditor, Employment Development Department Series

a. Tax Auditor, Employment Development Department (4336) —five percent (5%);

b. Associate Tax Auditor, Employment Development Department (4339) —five (5%);

e. Staff Tax Auditor, Employment Development Department (4341) —five percent (5%);

15. Tax Auditor, Board of Equalization Series

a. Tax Auditor, Board of Equalization (4267) —five percent (5%);

TA SEIU local 1000

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~~f. Associate Environmental Planner (Archeology) (4634) — five percent (5%);~~

~~g. Associate Environmental Planner (Architectural History) (4642) — five percent (5%);~~

~~h. Associate Environmental Planner (Natural Sciences) (4680) — five percent (5%); and~~

~~i. Associate Environmental Planner (Socioeconomic) (4682) — five percent (5%).~~

20. ~~Transportation Planner Series~~

~~a. Transportation Planner (4768) — five percent (5%); and~~

~~b. Associate Transportation Planner (4721) — five percent (5%).~~

21. ~~Pension Actuary Series~~

~~a. Associate Pension Actuary (5436) — fifteen percent (15%) and;~~

~~b. Senior Pension Actuary (5461) — fifteen percent (15%).~~

22. ~~Casualty Actuary Series~~

~~a. Associate Casualty Actuary (6087) — fifteen percent (15%) and;~~

~~b. Senior Casualty Actuary (6085) — fifteen percent (15%).~~

23. ~~Life Actuary Series~~

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b. Planner II Energy Facility Siting (4756) — five

percent (5%);

29. — Insurance Examiner Series

a. Insurance Examiner (4420) — five percent (5%); and

b. Associate Insurance Examiner (4412) — five percent

(5%);

TA SEIU local 1000

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Union Proposal  
Bargaining Unit 3

9:05 AM  
8/28/19

Date \_\_\_\_\_

Proposal No: 2

The Union proposes the following language:

**11.1.3 Special Salary Adjustments (Unit 3)**

Effective July 1, 2020, SEIU Local 1000 represented employees in the following classifications shall receive special salary adjustments of 5%:

TA  
Suzanne Knapp  
8/28/19  
11:00 PM

1. 2945 Senior Librarian – Correctional Facility
2. 2952 Librarian – Correctional Facility
3. 7546 Senior Librarian (Specialist) (Residential Care Centers)
4. 7548 Librarian (Residential Care Centers)
5. 2840 Instructor, Military Department
6. 2275 Teacher, State Hospitals (Adult Education)
7. 2337 Teacher, State Hospitals (Communication Handicapped)
8. 2334 Teacher, State Hospitals (Speech Development and Correction)
9. 2273 Teacher, State Hospitals (Learning Handicapped, Mentally Disabled)

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Suzanne Knapp  
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10. 2277 Teacher, State Hospitals (Severely Handicapped – Developmentally Disabled – Safety)
11. 2272 Teacher, State Hospitals (Severely Handicapped, Developmentally Disabled)
12. 9180 Teacher, School for the Deaf
13. 9151 Teacher, School for the Blind
14. 9191 Teacher Specialist, School for the Deaf
15. 9153 Teacher Specialist, School for the Blind
16. 9200 Teacher Specialist, Diagnostic Center
17. 2328 Teacher, Orientation Center for the Blind –  
Typing and Braille
18. 2329 Teacher, Orientation and Mobility for the Blind
19. 2372 Vocational Instructor (Industrial Arts)
20. 2376 Teacher – Home Economics
21. 2407 Vocational Instructor (Upholstering – Safety)
22. 2436 Vocational Instructor (Landscape Gardening –  
Safety)
23. 7586 Vocational Instructor (Computer and Related  
Technologies)
24. 7587 Vocational Instructor (Culinary Arts)
25. 7590 Vocational Instructor (Mill and Cabinet Work)
26. 7592 Vocational Instructor (Printing/Graphic Arts)
27. 7593 Vocational Instructor (Carpentry – Safety)

*K*

*TRM*  
*Suzanne Knapp*  
*MD Bass*  
*[Signature]*  
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*[Signature]*



9:25pm  
TA 8/28/19  
Union Proposal  
Bargaining Unit 4  
Date \_\_\_\_\_

11:25pm  
8/28/19  
*Xristine Rodriguez*  
Proposal No: 2

The Union proposes the following language:

**11.1.4 Special Salary Adjustments (Unit 4)**

On ~~July 1, 2017~~ July 1, 2020, SEIU Local 1000 represented employees in the following classifications shall receive the specified salary increase in addition to the General Salary Increase:

*Karen Juffis*  
*Ernesto Gutierrez*  
*Jerry King*  
*J. E. Alcaraz*  
*Freda Lopez*

*Smiranda*  
*Leo Baraja*  
*[Signature]*  
*Katy Robb*  
*[Signature]*

*[Signature]*  
*[Signature]*  
2/11

- ~~1. Dispatcher-Clerk, Caltrans (3710) — three percent (3%)~~
- ~~2. Program Technician Classification Series~~
  - ~~a. Program Technician (9927) — two percent (2%);~~
  - ~~b. Program Technician II (9928) — two percent (2%); and~~
  - ~~c. Program Technician III (9929) — two percent (2%).~~

- 1. Control Cashier (Motor Vehicle Services), Department of Motor Vehicles Series
  - a. Control Cashier I (Motor Vehicle Services), Department of Motor Vehicles (8736) – five percent (5%);
  - b. Control Cashier II (Motor Vehicle Services), Department of Motor Vehicle (8737) – five percent (5%);

2. Control Cashier (Vehicle Registration), Department of Motor Vehicles Series

a. Control Cashier I (Vehicle Registration), Department of Motor Vehicle (8738) – five percent (5%);

b. Control Cashier II (Vehicle Registration), Department of Motor Vehicle (8739) – five percent (5%);

4. Motor Vehicle Representative (1897) – five percent (5%);

5. Senior Motor Vehicle Technician (1890) – five percent (5%).

*Karen P. [unclear]  
[unclear]  
Jury Gray*

*J. E. Alcaraz  
Freda Lopez*

*[unclear]  
Aben Allen  
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9:30 PM  
TA 8/28/19  
Union Proposal

Bargaining Unit 11  
Date August 28, 2019

6:26 PM  
8/28/19  
Krishtin Rodriguez  
Proposal No: 6

The Union proposes the following language:

**11.1.11 Special Salary Adjustments (Unit 11)**

*[Handwritten signature]*  
Guy Bushy

Effective July 1, 2020, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment of 5%:

- 7878 Senior Laboratory Assistant
- 7884 Laboratory Assistant
- 7890 Supervising Laboratory Assistant I
- 9265 Laboratory Assistant, Correctional Facility
- 9266 Senior Laboratory Assistant, Correctional

Facility

- 0777 Fish Habitat Specialist
- 0780 Fish Habitat Assistant
- 0903 Wildlife Habitat Supervisor I
- 0904 Wildlife Habitat Assistant
- 0916 Fish and Wildlife Technician
- 3042 Water Resources Engineering Associate

*[Handwritten signatures: Brad Wilks, Ann Hutson, Peter R., Paul G., Albert Mumbul, Tom J.]*

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(Specialist)

- 3124 Civil Engineering Associate
- 3202 Bridge Architectural Associate
- 3381 Materials and Research Engineering Associate (Specialist)

Effective July 31, 2020, the following classifications and alternate ranges shall be provided the following Special Salary Adjustments (SSAs).

- 3906 Safety Engineering Technician, range A - 0.02%
- 3906 Safety Engineering Technician, range B - 0.01%
- 3906 Safety Engineering Technician, range C - 0.01%
- 3873 Air Resources Technician II - 7.21%

~~On July 1, 2017 SEIU Local 1000 represented employees in the following classifications shall receive the specified salary increase in addition to the General Salary Increase:~~

~~1. Laboratory Assistant Classification Series~~

- ~~a. Laboratory Assistant (Correctional Facility) (9265) — five percent (5%);~~

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- ~~b. Senior Laboratory Assistant (Correctional Facility) (9266) — five percent (5%);~~
- ~~c. Laboratory Assistant (7884) — five percent (5%);~~
- ~~d. Senior Laboratory Assistant (7878) — five percent (5%); and~~
- ~~e. Supervising Laboratory Assistant I (7890) — five percent (5%).~~

~~2. Public Utilities Commission Classification Series~~

- ~~a. Associate Railroad Equipment Inspector, Public Utilities Commission (3934) — five percent (5%);~~
- ~~b. Associate Railroad Track Inspector, Public Utilities Commission (3941) — five percent (5%);~~
- ~~c. Associate Signal and Train Control Inspector (3947) — five percent (5%);~~
- ~~d. Senior Transportation Operations Supervisor, Public Utilities Commission (3921) — five percent (5%); and~~

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~~e. Associate Transportation Operations  
Supervisor, Public Utilities Commission  
(3923) — five percent (5%).~~

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Amy Hutson  
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Peter Zilio  
Alber [unclear]  
[unclear]



9:32 AM  
TA 8/28/19

Union Proposal  
Bargaining Unit 14

Date \_\_\_\_\_

6:27 PM  
8/28/19

*Kristen Rodriguez*  
Proposal No: 2

**The Union proposes the following language:**

**11.1.14 Special Salary Adjustments (Unit 14)**

Effective the first day of the pay period following ratification,  
but no sooner than July 1, 2020, SEIU Local 1000  
represented employees in the following classifications shall  
receive a special salary adjustment of 5%:

*Patricia*  
*Henry Williams*  
*Key DeBos*  
*Cecilia*  
*James W*

TA SEIU Local 1000

*Robert Jagan*  
*Edward Case*  
*Russell Johnson*

1. Graphic Designer Series
  - a. Graphic Designer I (2884);
  - b. Graphic Designer II (2885); and
  - c. Graphic Designer III (2886).
2. Digital Composition Specialist Series
  - a. Digital Composition Specialist I (7255)
  - b. Digital Composition Specialist II (7256)
  - c. Digital Composition Specialist III (7258)
3. Printing Process and Operations Planner (7230)
4. Printing Operations Assistant (7233)



The State rejects the special salary adjustments for the following classifications:

TA SEIU Local 1000

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1. Book Binder Series

- a. Book Binder II (7402) –
- b. Book Binder III (7401) – and
- c. Book Binder IV (7399).

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2. Digital Print Operator Series

- a. Digital Print Operator I (1411) and
- b. Digital Print Operator II (1412)

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3. Exhibit Designer Series

- a. Exhibit Technician (2813)
- b. Exhibit Designer/Installer (2812)
- c. Exhibit Designer/Coordinator (2814)

4. Offset Press Assistant (7335)

5. Printer, SCIF Series

- a. Printer I, SCIF (7442) and
- b. Printer II, SCIF (7441)

TA SEIU Local 1000

RV  
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6. Printing Plant Machinist (7431)

7. Printing Trades Assistant Series

a. Printing Trades Assistant I (7438)

b. Printing Trades Assistant II (7437)

8. Printing Trade Production Coordinator Series

a. Printing Trade Production Coordinator  
(1473)

9. Proofreader (7265)

10. Sheetfed Offset Press Operator Series

a. Sheetfed Offset Press Operator I  
(7323)

b. Sheetfed Offset Press Operator II  
(7324)

c. Sheetfed Offset Press Operator III  
(7327)

d. Sheetfed Offset Press Operator IV  
(7329)

e. Sheetfed Offset Press Operator V  
(7330)

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11. Webfed Offset Press Operator Series

- a. Webfed Offset Press Operator I (7322)
- b. Webfed Offset Press Operator II (7331)
- c. Webfed Offset Press Operator III (7332)
- d. Webfed Offset Press Operator IV (7333)

TA SEIU Local 1000

Robert Feag  
Edward Pagan  
Russell Johnson

AK  
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CEG  
BW



9:32 pm  
TA 8/28/19  
Union Proposal  
Bargaining Unit 15

6:28 pm 8/28/19  
Kuster-Rodriguez

Date \_\_\_\_\_

Proposal No: 2

The Union proposes the following language:

**11.1.15 Special Salary Adjustments (Unit 15)**

On ~~July 1, 2017~~ July 1, 2020 SEIU Local 1000 represented employees in the following classifications shall receive the specified salary increase in addition to the General Salary

Increase:

~~SEIU 1000~~  
~~Murphy~~  
~~upside into~~  
~~Jan O'Connell~~  
Lisa D'Beaut

Stacy  
Munula  
Kenna Rodriguez  
JL

~~1. Custodian Classification Series~~

- ~~a. Custodian (2011) — three percent (3%);~~
- ~~b. Lead Custodian (2003) — three percent (3%);~~
- ~~c. Custodian (Correctional Facility) (2006) — three percent (3%);~~
- ~~d. Lead Custodian (Correctional Facility) (2005) — three percent (3%);~~
- ~~e. Custodian Limited Service (2017) — three percent (3%);~~

f. ~~Museum Custodian (2042) – three percent (3%);~~

g. ~~Armory Custodian I (1956) – three percent (3%);~~

h. ~~Armory Custodian II (1953) – three percent (3%);~~

i. ~~Armory Custodian III (1950) – three percent (3%); and~~

j. ~~Service Assistance (Custodian) (2016) – three percent (3%).~~

1. Baker I (2223) – five percent (5%);
2. Assistant Seamer (2079) – five percent (5%);
3. Seamer (2076) - five percent (5%);
4. Barber (Correctional Facility) (2086) - five percent (5%);
5. Barbershop Manager (2083) - five percent (5%);
6. Beauty Shop Manager (2091) - five percent (5%);

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*Lisa W. Borak*

*KR*  
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*[Signature]*



TA 9:34pm  
8/28/17

Union Proposal  
Bargaining Unit 17

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following language:

**11.1.17 School For the Deaf and Blind Pay Differential (Unit 17)**

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

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*Kristine Podr...  
6:29pm  
8/28/17*

1. Registered Nurse (8165), School for the Deaf/Fremont
2. Registered Nurse (8165), School for the Deaf/Riverside
3. Registered Nurse (8165), School for the Blind



Union Proposal  
Bargaining Unit 17

Date \_\_\_\_\_

9:35 AM  
8/28/17

Proposal No: 2

The Union proposes the following language:

**11.1.17 Special Salary Adjustments (Unit 17)**

Effective July 1, 2020, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment of five percent (5%):

1. Health Services Specialist (8160)
2. Health Services Specialist (Safety) (9699)
3. Health Facilities Evaluator Nurses (8011)
4. Nurse Evaluator I, Health Services (8143)
5. Nurse Evaluator II, Health Services (8144)
6. Public Health Nurse I, Correctional Facility (9274)
7. Public Health Nurse I, (8213)
8. Public Health Nurse I, Departments of Mental Health and Development Services (8297)
9. Nurse Consultant I (8197)
10. Nurse Consultant II (8195)
11. Nurse Consultant III (Specialist) (8181)

~~On July 1, 2017, SEIU Local 1000 represented employees in the following classification shall receive the specified~~

*[Handwritten signature]*

*Dei Stahn  
Tony J...  
[Handwritten signature]*

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*Arustine  
Rodriguez  
6290h  
8/28/17*

salary increase in addition to the General Salary Increase:

1. Registered Nurse (8165) — California Department of Education — five percent (5%). Health Services

B. Mark  
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Tommy  
K. Conrad

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J. J.  
S. S.  
K. K.





TR 9:40pm  
8/25/19  
Union Proposal

Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 2

The Union proposes the following language:

**11.1.20 Special Salary Adjustments (Unit 20)**

Effective July 1, 2020, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment of five percent (5%):

- 9663 Night Attendant, School For The Deaf
- 9664 Counselor, School For The Deaf
- 9676 Counselor Orientation Center For The Blind
- 9712 Night Attendant, School For The Blind
- 9713 Counselor, School For The Blind
- 6400 Teaching Assistant (Correctional Facility)
- 8244 Teaching Assistant, School For The Blind
- 8246 Teaching Assistant, School For The Deaf
- 8263 Teaching Assistant (Safety)
- 8298 Teaching Assistant, Departments Of Mental Health And Developmental Services

*Alvin Penn*  
*Steve Vance*  
*W J*  
*Karen*  
*Peterson*

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*Kurtz*  
*8/25/19*  
*631pm*

On July 1, 2017 SEIU Local 1000 represented employees in the following classifications shall receive the specified salary increase in addition to the General Salary Increase:

*Rune Reame*  
*Steve Mackles*  
*WJ*  
*Karen Frank*  
*Fabrizio A. Regner*

~~1. Licensed Vocational Nurse Classification Series~~

- ~~a. Licensed Vocational Nurse (8249) — eleven and a quarter percent (11.25%);~~
- ~~b. Licensed Vocational Nurse, (Safety) (8274) — eleven and a quarter percent (11.25%);~~
- ~~c. Licensed Vocational Nurse, Correctional Facility (8257) — eleven and a quarter percent (11.25%); and~~
- ~~d. Licensed Vocational Nurse, Department of Mental Health and Developmental Services (8286) — eleven and a quarter percent (11.25%).~~

*Scott*  
*W. Blunt*  
*Del*  
*SS*  
*pk*



Union Proposal  
Bargaining Unit 21

Date \_\_\_\_\_

9:18 AM  
8/28/19

Proposal No: 2 TA

The Union proposes the following language:

**11.1.21 Special Salary Adjustments (Unit 21)**

On ~~July 1, 2017~~ July 1, 2020 SEIU Local 1000 represented employees in the following classifications shall receive the specified salary increase in addition to the General Salary Increase:

1. Transportation Programs Consultant,  
Department of Education (2683) – five percent  
(5%)

~~2. Archivist Classification Series~~

- ~~a. Archivist I (2805) – five percent (5%); and~~
- ~~b. Archivist II (2804) – five percent (5%).~~

2. Nutrition Education Consultant, (2261) – five percent (5%).

3. Agricultural Education Consultant (2513) – five percent (5%).

*Justine*  
*Rodrigue*

*help (2265)*  
*110PM*  
*8/28/19*

*TA SEIU 1000*  
*Myra Carbon*  
*[Signature]*  
*Chris [Signature]*

TA SCIU 1000

MC

~~MC~~

JA

4. Health Careers Education Consultant (2514) – five percent (5%).
5. Consultant in Teacher Preparation (Examinations and Research) (2618) – five percent (5%).
6. Consultant in Teacher Preparation (Program Evaluation and Research) (2635) – five percent (5%).
7. Education Research and Evaluation Consultant (2643) – five percent (5%).
8. Education Programs Consultant (2656) – five percent (5%).
9. American Indian Education Consultant (2719) – five percent (5%).
10. Bilingual/Migrant Education Consultant (2758) – five percent (5%).
11. Special Education Consultant (2764) – five percent (5%).
12. School Health Education Consultant (2772) – five percent (5%).
13. Child Development Consultant (2834) – five percent (5%).
14. Education Fiscal Services Consultant (2898) – five percent (5%).

KS  
KD

15. Library Programs Consultant (2958) – five percent (5%).

16. Nursing Education Consultant, Department of Consumer Affairs (8250) – five percent (5%).

TA SE 10/000

Myra Cabrera

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*  
KD



9:44 PM  
8/28/19  
Kirstine Rodriguez  
8/28/19

Union Proposal  
Master Table

Date \_\_\_\_\_

Proposal No: 2

*[Handwritten signatures: Ursula, K. Lopez, Lisa, Anna, K. Cant, Michael, Brad, Robert, Miguel, Eddie]*

The Union proposes the following language:

**11.1.X Improving Affordability and Access to Healthcare**

All SEIU Local 1000 represented employees enrolled in a CalPERS health plan will receive a monthly payment of \$260, regardless of party code enrollment.

This payment will be provided for thirty six (36) months commencing with the July 1, 2020 pay period, expiring with the June 2023 pay period.

This payment shall not be considered as "compensation" for purposes of retirement.

This section is grievable through Step 3.

*[Handwritten signatures: Patricia, Lisa, Susan, Donald]*

*[Handwritten signatures: Name, Maria, Maria, Angela, Eddie, K. Cross]*

*[Handwritten signature]*



TA 9420A  
8/28/19

Union Proposal

Master Table

Date \_\_\_\_\_

6:17 PM

8/28/19

Kristine Rodriguez  
Proposal No: 3

The Union proposes the following language:

**11.1.X Scheduled Wage Increase Pursuant to Labor Code 1182.12**

Effective July 31, 2020, the minimum salary in the salary range for all SEIU Local 1000 classifications shall be no less than \$15 per hour.

*[Handwritten signatures on the left side of the page:]*  
E. Swales  
Karan Jeffis  
Brad Allen  
Robert Segon  
M. Stone  
K. Curran  
Musa  
Myndi Cook  
Bridget Pierce

*[Handwritten signatures on the right side of the page:]*  
Pat  
Lisa Boncari  
Dana Haselby  
Mame Panto  
Carmel  
Stacy  
K. P. 2019











9:40pm  
TA 8/28/19

Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

TA

UNION

The Union proposes the following rollover language:

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

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

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

*[Handwritten signatures and initials]*  
Karen Franklin

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

*[Handwritten signatures and initials]*  
State  
Hildebrand  
Blair  
OS

Counselors, Orientation Center for the Blind, (Albany) shall also receive this differential. This differential shall be

*[Handwritten signatures and initials]*  
Kustope  
Kodrig  
8/28/19  
6:21 PM

considered compensation for retirement purposes. The differential shall be paid pro rata for less than full-time employees.

*Mr. J. R.*

*Susan P.*

Karen Frankh

*u f*

Patricia J. Deque

*Steph H.*

State

*Walter B.*

*John*

*Q*

*S*

*LR*



Union Proposal  
Master Table

Date \_\_\_\_\_

TH 52

Proposal No: 1 8/12/19

1:26 PM  
State

The Union proposes the following rollover language:

**11.3 Salary Definitions (Excludes Unit 17)**

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

A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect five percent (5%) increments between the minimum and the maximum salary rates. Each five percent (5%) shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate five percent (5%) for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.

B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or

*Handwritten signatures and notes on the left side of the page:*  
W. Walker  
T. Hill  
K. Murphy  
Brad Willis  
Robt. [unclear]  
M. Hill  
J. [unclear]  
M. [unclear]  
A. [unclear]

*Handwritten signatures and notes on the right side of the page:*  
J. [unclear]  
D. [unclear]  
S. [unclear]  
D. [unclear]  
S. [unclear]  
A. [unclear]  
D. [unclear]

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A  
C. [unclear]  
Gregory [unclear]  
Ray DeKoss  
J. [unclear]  
W. [unclear]  
A. [unclear]

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below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g.,  $\$2,300 \times 1.05 = \$2,415$ ). One-step lower is calculated by dividing the rate by 1.05 (e.g.,  $\$2,415 \div 1.05 = \$2,300$ ).

- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the

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VW  
SM

maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.

G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

W. Swaller

800

T. Hill

Karen J. Jones

Brad Willis

Robert

Ma. Skan

A. Keena

Myel. Cole

Brooke Pen

Slack

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Union Proposal  
Bargaining Unit 17  
Date 8/16/2019

Proposal No: 1

@1850  
LA Union

The Union proposes the following rollover language:

**11.3.17 Salary Definition (Unit 17)**

A. For the purpose of salary actions affecting employees assigned to Bargaining Unit 17, the following definitions shall apply:

1. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class.
2. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the dollar and cents amount.
3. "Rate" for employees compensated on a monthly basis is any one of the full dollar

*[Handwritten signatures: K. C. ...]*

STATE  
*[Handwritten signatures]*



@1850  
TA Union

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TW

MK

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[Signature]

amounts found within the salary range and for employees compensated on a daily or hourly basis any one of the dollar and cents amounts found within the salary range.

4. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
5. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.
6. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.
7. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Under paragraph (2), one step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One step lower is calculated by

dividing the rate by 1.05 (e.g., \$2,415 ÷  
1.05 = \$2,300).

Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

*TX @ 1850  
Union  
L. Cant  
B. Smith  
B. M. Smith  
D. Stead  
T. Zula*

STATE

*H. H. H.*

*20*

*J. J.*



Union Proposal

Master Table

Date 8/23/19

*S. Y. B. P.*

Proposal No: 2

*TA* (circled)

The Union proposes the following language:

11.4 Timely Payment of Wages

A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will be issued on the next business day following payday for an amount close to the actual net pay (gross salary less deductions).
2. When a regular paycheck is late for reasons other than 1 above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may

*BRW acker*  
*K. Lawat*  
*Amsa Perma*  
*James Z*  
*Brad Wille*  
~~*Murphy*~~  
~~*W. K.*~~  
*Miguel Cole*  
~~*Rodriguez*~~  
*Gran*  
*Brooke Perma*

*Stak*  
*John*  
*SM*  
*SS*  
*Paul*  
*Whisper*  
*A. Deite*  
*Diana*  
*Jeff*  
*Susan*  
*Michelle Polito*

*Handwritten signatures and initials*  
*8/22/2019 7:56 PM*

be issued under these circumstances.

3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the State Controller's warrant for the pay period.

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

C. This provision does not apply to those employees who have direct deposit.

D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.

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

F. Overpayments or any other payroll errors shall be administered in accordance with Government Code

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B-W

section 19838 except as otherwise provided in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.

W. WOOKER  
M. J. CORDER  
Steven Jeffers  
A. A. ALVARADO  
K. C. CANT  
Robert J. J. J.  
M. J. J.  
Bud Wilkins  
S. J. J.  
T. J. J.  
Brooks P. P.

G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.

S. J. J.

H. CalHR will work with responsible agencies to explore options for early distribution of paychecks. CalHR will meet with the Union within 120 days after ratification and provide possible options.

P. J. J.  
S. J. J.  
A. J. J.  
V. J. J.  
A. J. J.  
M. J. J.  
J. J. J.  
K. J. J.  
J. J. J.  
N. J. J.  
J. J. J.  
A. J. J.  
S. J. J.



Union Proposal

Bargaining Unit 14

Date July 30, 2019  
@ 2:50 p.m.

Proposal No: 1

The Union proposes the following rollover language:

**11.5.14 Pay Periods (Unit 14)**

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

TA SEIU Local 1000

*Robert Vega*

*Edward Page*

*Russell Johnson*

TA - 7/30/19  
@ 2:50 p.m.

*Henry Hernandez*

*Calvin Egan*

*Uddell*

*Bryan W...*

*Baldwin...*

*Cecilia E. Greenwald*



Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

*@1851  
TA Union*

**The Union proposes the following rollover language:**

*X. Conway  
Nanessa S.  
M. M. M.*

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

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

*D. Steinman  
Troy Zuck  
W. S. K.*

STATE

*[Handwritten signatures]*



TIA

Union Proposal  
Bargaining Unit 20

TA 9:40 PM  
8/28/19

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**11.5.20 Release of Paychecks (Unit 20)**

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

UNION

Mark  
Kara Frank

W Jim

Patricia G. Heyman

George Charles

State

Hildebrand

&

Amv

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Kristen Rodriguez  
8/28/19  
6:31 PM





Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

**11.6.17 Overtime Checks (Unit 17)**

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

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

LA @ K551  
Union  
A. Cant  
P. S. S.  
B. M. S.

Troy Z...

STATE

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Union Proposal  
Master Table

Date 8/22/19

TA

11:45 AM

Proposal No: 2

The Union proposes the following language:

11.7 Merit Salary Adjustments (MSA)

State

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

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(6) qualifying pay periods in order to coincide the range change with the effective date of their MSA. Said request by employee shall be in writing and submitted no less than thirty (30) days prior to the employee's anniversary date for purposes of the range change.

Udewacker  
James Z  
TWA  
Greenleaf  
Brid Weller  
Robert Vega  
Mark  
K. Lawant  
Luisa Leuma  
Miguel Caba

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TA 9/9/18pm 8/28/19

6:18pm 8/28/19

Union Proposal

Master Table

Date \_\_\_\_\_

Kristine Rodriguez  
Proposal No: 3

The Union proposes the following rollover language: *Sue Bonica*

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

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

1. Employees shall qualify for the first night shift pay differential of \$.40 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6 p.m. and 12 midnight.
2. Employees shall qualify for the second night shift pay differential of \$.50 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.

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

*Wacker*  
*800*  
*Amanda Baum*  
*T. Klein*  
*Brook Willy*  
*Karen Jeffers*  
*Brooke Penman*

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Union Proposal

Bargaining Unit 14

Date July 30, 2019  
2:50 P.M.

Proposal No: 1

The Union proposes the following rollover language:

**11.8.14 Night Shift Differential (Unit 14)**

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

1. Employees shall qualify for the evening shift rate (8% times the hourly rate) where four (4) or more hours of the regularly scheduled work shift fall between 5 p.m. and 11 p.m.
2. Employees shall qualify for the night shift rate (10% times the hourly rate) where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.

TA SEIU Local 1000

*Robert Arega*  
*Edward Lopez*  
*Russell Johnson*

TA - 7/30/19  
@ 2:50 P.M.

*Stacy Williams*  
*Alan Baker*  
*Walt*  
*Brian Johnson*  
*Abraham*  
*Walter*



9:33 pm  
8/28/19  
Union Proposal  
Bargaining Unit 15  
Date \_\_\_\_\_

6:28 pm  
8/28/19  
Katherine Rodriguez  
Proposal No: 1

**The Union proposes the following rollover language:**

**11.8.15 Night Shift Differential (Unit 15)**

SEIU 1000  
Man White  
request to  
Jan Oland  
Lisa D Borcast

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

Stacy Williams  
Donna Hudesky  
JL

between the hours of 6:00 p.m. and 6:00 a.m.  
shall receive the shift differential for the  
designated hours during the period of paid  
leave.

5610 1000  
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J...  
Lisa D Boas

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Union Proposal  
Bargaining Unit 17

TA 9:35 PM  
8/28/19

Date \_\_\_\_\_

Proposal No: 3

TA  
@

The Union proposes the following rollover language:

**11.8.17 Night Shift Differential (Unit 17)**

A. Unit 17 employees who regularly work shifts shall receive a night shift differential as set forth below:

UNION

M J K

Du. Stach

Tracy Z...

Nanette...

B. M...

K. Cant

1. Employees shall qualify for the first night shift pay differential of sixty cents (\$.60) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
2. Employees shall qualify for the second night shift pay differential of seventy-five cents (\$.75) 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.

State

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

Helen Ben

as of  
Jg

Rodriguez  
629 PM  
8/28/19





TA SEIU Local 1000

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BO

In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by CalHR. (Time should be an average of the time spent on bilingual activities during a given fiscal year).

2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
  - a. A direct public contact position;
  - b. A hospital or institutional setting dealing with patient, client, student, or inmate needs;
  - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
  
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
  
4. Where organizationally feasible, departments should ensure that positions clearly meet the

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standards by centralizing the bilingual responsibility in as few positions as possible.

TA SEIU Local 1000

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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.

BR

B. Rate:

1. Effective the first pay period following ratification, An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of one two hundred dollars (\$1200) per pay period including holidays.
2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.

BR  
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Industrial Disability, and State Disability leave benefits.

TA SEIU Local 1000

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

~~L. The Union and the State will conduct a joint study to examine the delivery of bilingual services. The study will be completed by January 2018. Upon completion, participants will schedule and meet with the Director of CalHR to advise him/her of the findings of the study.~~

~~The study will include, but not be limited to, the following:~~

- ~~1. Information about the State Bilingual Certification Program and its effectiveness;~~
- ~~2. Workload associated with verbal vs written translations;~~
- ~~3. Impact upon employees who perform bilingual services vs. those who do not;~~
- ~~4. Use of tactile interpretation and the impact to employees.~~

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 [Signature: uflwacker]  
 [Signature: T. D. ...]  
 [Signature: Myra ...]  
 [Signature: Robert ...]  
 [Signature: ...]  
 [Signature: ...]  
 [Signature: ...]  
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~~spent on bilingual activities during a given fiscal year.)~~

RC  
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- ~~2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
  - a. A direct public contact position;
  - b. A hospital or institutional setting dealing with patient, client, student or inmate needs;
  - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.~~
- ~~3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.~~
- ~~4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.~~
- ~~5. Actual time spent conversing or interpreting~~

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~~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 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 rate.~~

~~I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the~~

Ben  
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~~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.~~

LC  
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~~J. The bilingual differential pay shall be included in the rate used to calculate Temporary Disability; Industrial Disability and State Industrial Disability leave benefits.~~

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

~~L. The Union and the State will conduct a joint study to examine the delivery of bilingual services. The study will be completed by January 2018. Upon completion, participants will schedule and meet with the Director of CalHR to advise him/her of the findings of the study.~~

~~The study will include but not be limited to, the following:~~

- ~~1. Information about the State Bilingual Certification Program and its~~

BLW  
[Handwritten signatures and initials]

Tr Union  
of Council  
District  
Tracy, CA

effectiveness;

2. Workload associated with verbal vs.

written translations;

3. Impact upon employees who perform

bilingual services vs. those who do not;

4. Use of tactile interpretation and the

impact to employees.

Handwritten notes and signatures on the left side of the page, including names like "Mr. [unclear]", "Mrs. [unclear]", and "Tracy, CA".



*Robert [Signature]* 8/14/19

Union Proposal

Master Table

Date

8/14/19 1:33pm

Proposal No: 1

*TA*  
14 AUG 19 1333

*14 AUG 19 1645 DELETED*

The Union proposes the following rollover language:

**11.10 Sustained Superior Accomplishment Awards**

Sustained Superior Accomplishment Awards shall not be considered "compensation" for purposes of retirement.

*TA*

*Stark*

*[Signature]*

*SS*

*[Signature]*  
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*Susan Davoy*  
*Mame [Signature]*

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*Donna Hudalesky*

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5/1/2019 3:29 PM

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*Brad Willes*

*[Signature]*

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Union Proposal

Master Table

Date

8/14/19 1:310

Proposal No: 1

Handwritten signatures: J. Swacker, Karen [unclear], Brad [unclear], [unclear], [unclear], [unclear], [unclear], [unclear]

The Union proposes the following rollover language:

**11.11 Union/Management Committee on State Payroll System**

The parties agree to continue the Union/Management Committee that advises the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system. The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, CalHR shall designate a chairperson of the committee. The Union may have one (1) representative from each bargaining unit who shall serve without loss of compensation.

TA

State

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Susan Dawey  
Manc. Photo

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5/1/2019 3:29 PM

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Union Proposal

Bargaining Unit 21

Date 8/25/19  
11:41 AM

Proposal No: 2

The Union proposes the following language:

**11.12.21 Deferred Compensation Program Plans and Tax-Advantaged Retirement Savings (Unit 21)**

Employees in Unit 21 are to be included in the State of California, CalHR, Savings Plus Deferred Compensation Program (457 Deferred Compensation Plan and 401(k) Thrift Plan). Those employees determined to be eligible to participate in a 403(b) plan under the applicable Federal IRS statutes and regulations will be eligible to participate in the 403(b) plan described in this Agreement. Upon request of the Union, the State shall meet to discuss significant changes to the SCO 403(b) tax shelter annuity program.

TA  
1504  
26 Aug 19

TA  
Muel Cordr.  
~~\_\_\_\_\_~~  
Chris Schubert

STATE  
TA  
\_\_\_\_\_

Handwritten signatures and initials including:  
Helen  
5/4  
Gregory Cottel  
Cecilia  
Brent  
Muehl  
Nancy  
John  
Susan  
Doreen  
John  
Susan  
Doreen  
John  
Susan  
Doreen



Union Proposal

Master Table

Date 8/30/18

22 11:47 AM

TD

Proposal No: 1

*W. Walker*  
*808*

The Union proposes the following rollover language:

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

State

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 457 and/or 401(k) plan offered through the Savings Plus Program (SPP).

*[Handwritten signature]*

*S. S. a. Deste*

*[Handwritten signature]*

B. If an employee does not have an existing 457 and/or 401(k) plan account, he/she must enroll in the SPP and become a participant in one (1) or both plans no less than sixty (60) days prior to his/her date of separation.

*[Handwritten signature]*

*[Handwritten signature]*

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

*[Handwritten signature]*

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*Monne Polito*

*[Handwritten signature]*

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Union Proposal

Bargaining Unit 3

Date 7/25/19

Proposal No: 1

The Union proposes the following rollover language:

**11.14.3 Timely Processing and Depositing of 403(b) – Tax Sheltered Annuities (Unit 3)**

The State recognizes the importance of processing tax shelter deposits and adjustments in a timely manner and that these shall be given ongoing attention. The State will endeavor to process these in fifteen (15) working days or less.

If the Union believes that a pattern has developed in the processing of tax shelter deposits and adjustments beyond fifteen (15) working days, they may request to meet and confer over the impact of this matter with a department head or designee.

T/A  
12:40pm

7/25/19

*[Handwritten signature]*  
Suzanne Krapp

state: 7/25/19

*[Handwritten signature]*  
Union Finance  
Chahat

*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
*[Handwritten signature]*



Union Proposal  
Master Table

Date \_\_\_\_\_

*(JA)* 8/19/19  
Proposal No: 1

11:47am

The Union proposes the following rollover language:

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

*Stad*

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

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*S.S.*

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A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by State Personnel Board (SPB) rule 9) to permanent, full-time Special Schools' employees except when budgetary or program considerations preclude it. Budgetary or program considerations are those which are mandated by the Legislature and/or Governor. This means that these employees shall be scheduled for work (i.e., regular work, overtime work, additional work as school activities necessitate, or work/training



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

B. Employees covered by this Agreement:

1. May use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 4, 15, 17 and 20 Contract vacation leave provisions.
2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods. In addition, the Special

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Schools may allow employees to utilize these vacation leave credits during scheduled work periods. The seventy (70) hours shall be considered as paid leave and included in the one thousand seven hundred thirty-four (1,734) hours of compensation.

- 3. Sections B (1) and B (2) shall apply to permanent, part-time employees on a pro rata basis.
- 4. The seventy (70) hours of vacation leave credit (and pro rated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.

Shok

*[Handwritten signature]*

*[Handwritten initials: BLW, SM, SD, MP, DH, S]*

*[Handwritten initials: CEG, VN, MH, JTK]*

*[Handwritten signature]*

*[Handwritten initials: YRU, AL, MB, MCP, TA, BP]*



C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their classification shall only occur during recesses. For the purpose of these sections this is not considered out-of-class work.

Shack

D. The Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Contract are met.

PR

E. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.

W  
Blw  
MP  
DH

F. The Special Schools shall provide eligibility for medical and dental benefits during the months of June and July or July and August by scheduling a minimum two (2) days work or training, if available, or vacation or CTO in June and July or July and

8  
CEG  
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August.

G. At the beginning of each academic school year, employees covered by this Article shall be given the irrevocable option to receive either cash or CTO when they work overtime during the academic calendar.

CTO can be used by the employee during the academic year. CTO balances that remain at the end of the fiscal year shall be cashed out.

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

W. STEWART  
A. STEWART  
M.  
M. STEWART  
K. STEWART  
Booker P. Stearns

State  
R  
SN  
BLW  
VN  
MH  
JTK  
MP  
DK  
KS  
CEG  
A



Union Proposal

Bargaining Unit 15

Date 8/2/19  
@ 11:45 AM

Proposal No: 1

The Union proposes the following rollover language:

TA 08/02/19 @ 11:45 AM  
Helen M...  
*[Handwritten signature]*

**11.16.15 Cooks Classification (Unit 15)**

Effective July 1, 2016, the following classifications shall be removed from Pay Differential 67 and three hundred dollars (\$300) will be included in the pay of the following classifications.

This will be implemented by adjusting the appropriate salary ranges. This change will occur prior to the employees receiving their General Salary Increase.

*[Handwritten signature]*  
*[Handwritten initials]*  
Maggi Gray

SEIU 1000  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
2/4/19

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



Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**11.16.20 Alternate Range (AR) 40 (Unit 20)**

- A. The State will continue to provide AR 40 compensation to classes currently eligible using the following criteria:
- B. Range B. This Range shall apply to incumbents in positions approved by CalHR staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards or resident workers who substantially replace civil service employees for a total of at least one hundred seventy-three (173) allocated hours of inmates, wards, or resident workers time per pay period.
- C. Other classes may be added during the term of this Contract only upon concurrence of the State.

TA  
SEIU 1000  
@ 11/17  
8/5/19

*[Handwritten signature]*

Karen Franklin

*[Handwritten signature]*

Patricia Meyers

Steve Charles

*[Handwritten signature]*

State

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Union Proposal

Master Table

Date

8/14/19  
1:35 PM

T-11

Proposal No: 1

*Ughwaeller*  
*800*  
*T-11*  
*Karen Piffis*  
*Brad Willy*  
*Bob*  
*Marcus*  
*Akeema*  
*Myel Carter*  
*Stacie Per*

The Union proposes the following rollover language:

**11.17 Recruitment and Retention Differentials (Excludes Unit 17)**

*State*

- A. Upon approval by CalHR, a department may provide a monthly recruitment and retention differential to employees.
- B. This differential may be authorized for specific classifications in specific geographic locations or facilities.
- C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to CalHR.
- D. Less than full-time permanent employees and PI employees may receive a recruitment and retention differential on a pro rata basis.
- E. The amount and location of such differentials is neither grievable nor arbitrable.

*T-11*  
*S.S.*  
*Stacie*  
*a*  
*Ken*  
*Bob*  
*Kelly Dubois*  
*My Nguyen*  
*Mary Hall*

*Shale*  
*John*  
*Harry*  
*Danson*  
*Mame Polito*  
*Christina*  
*Emma*  
*Cecilia*  
*5/1/2019 4:55 AM*  
*Paul*



Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

*T.A. @ 1852  
Union*

*K. Cavant  
N. S. S.  
B. M. A. S. h. i.  
Troy Zudak*

*Dei Stedman*

*M. J. K.*

STATE

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*[Handwritten signature]*

The Union proposes the following rollover language:

**11.17.17 Recruitment and Retention Differential (Unit 17)**

- A. Upon approval by the California Department of Human Resources (CalHR) and the Department of Finance (DOF), a department may provide Unit 17 employees a recruitment and retention differential for classifications, facilities, or geographic locations.
- B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- C. Permanent Intermittent (PI) employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.
- D. The department may withdraw any recruitment and retention differential for classifications, facilities, or geographic locations for new hires with a thirty (30) day notice to SEIU Local 1000.

TA @ 1852  
Union

K. O'Quinn  
WB  
M. W. ...  
Tony ...

Da Steeden

MK

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

F. Neither the decision to implement or not implement the recruitment and retention differential nor the amount of the recruitment and retention differential, if offered, shall be subject to the grievance and arbitration procedure.

G. The DSH may apply the provisions of section 11.17 to specific positions. Other departments may be afforded this provision by mutual agreement of the parties.

STATE

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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

TA @ 1852  
Union

**The Union proposes the following rollover language:**

**11.18.17 Retirement Compensation (Unit 17)**

All current monthly recruitment and retention differential payments shall be considered as compensation for purposes of retirement.

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STATE

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T/A  
8/16/19  
2:16 PM

Union Proposal  
Bargaining Unit 3

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**11.19.3 Recruitment and Retention Differentials (Unit 3)**

- A. The State and the Union agree to the following general provisions for authorization of recruitment and/or retention differentials:
- B. Upon justification of need and approval by CalHR, employees in Unit 3 classifications may receive a recruitment and/or retention differential for specific positions, classifications, facilities, or geographic locations. Circumstances which may support the need for recruitment and/or retention differentials may include but are not limited to situations such as remote institutions/facilities which cannot recruit qualified staff, institutions/facilities where prevailing compensation provisions exceed those offered by the State, or classifications in high demand.
- C. The amount of recruitment and/or retention differential shall not exceed five hundred dollars (\$500) per month, and certification of available

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*[Handwritten signatures on the right side of the page, including 'State' and 'I agree']*

funding must be provided by the implementing department and approved by the DOF.

- D. The State agrees to provide the Union with a minimum of thirty (30) days notice prior to implementation or discontinuance of a recruitment and/or retention differential, and to meet and discuss impact.
- E. Permanent employees who work less than full time (either on a Contract schedule or 9/12, 10/12, or 11/12 schedule and PI employees) shall be eligible to receive approved recruitment and/or retention differentials. Payments for these employees shall be calculated on a pro rata basis.
- F. Recruitment and/or retention payments shall not be considered compensation for purpose of retirement contributions.
- G. All approved recruitment and/or retention differentials shall be initially authorized for a period of twelve (12) months and may be renewed for additional twelve (12) month periods.

State  
7/1/19  
[Signature]  
[Signature]  
Liz  
Union  
[Signature]  
Chad  
[Signature]  
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[Signature]  
[Signature] [Signature]



Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

TA  
SEIU 1000  
@ 1103  
8/17/19

**The Union proposes the following rollover language:**

**11.19.20 Recruitment and Retention (Unit 20)**

- A. Upon approval by CalHR, departments may provide Unit 20 employees a recruitment and retention differential for specific positions, classifications, facilities or geographic locations.
- B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- C. Permanent Intermittent employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.
- D. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. The department may withdraw any recruitment and retention differential for specific positions,

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Karen Franklin  
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*[Signature]*  
*[Signature]*

classifications, facilities or geographic locations for new hires with a thirty (30) day notice to SEIU Local 1000.

F. It is understood by the Union that the decision to implement or not implement recruitment and retention payments or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

*Blaine*  
*Karen Franklin*  
*Wife*  
*Robert J. Raynor*  
*Steph Charles*  
*MDK*

*Steve*  
*Hullitt*  
*JJ*  
*Just*  
*Annette Kan*  
*ATG*



9:19pm 8/28/19

TA

Union Proposal

Master Table

Date \_\_\_\_\_

6:18pm

8/28/19

*Kristin Rodriguez*  
Proposal No: 3

The Union proposes the following rollover language:

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

*Sara Bonera*

*AG*

*SS*

A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of two thousand six hundred dollars (\$2,600), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

*Sam*  
*Boyer*  
*Susan*  
*Dana*  
*Hoadesley*  
*James B/ito*  
*Wanda*

B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at

*Carmel*  
*Stacy*  
*Hilda*  
*BT*  
*Paul*  
*Ky 12/2015*  
*Ben*

*uswager*  
*800*  
*Muster*  
*Russell*  
*Roberts*  
*W*  
*Bud Allen*  
*Helen Jeffis*  
*Beola Peav*

Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons, there will be no pro rata payment for those months at either facility.

- C. If the department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.
- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and

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retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.

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

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

H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution and then takes six (6) months maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of two thousand six hundred dollars (\$2,600).

I. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to

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*[Handwritten signatures and initials on the left margin, including names like SPW, SR, MP, RR, R, TIO, BW, and others.]*







Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

11.20.20 INTENTIONALLY EXCLUDED

TA  
SEIU 1000  
@ 1717  
8/5/19

*Blaine*  
*Karen Franklin*  
*WJ*  
*Patricia Flynn*  
*Steph Charles*  
*WJ*

Stote  
*JJ*  
*Janett Clark*  
*Janett Kam*  
*WJ*  
*WJ*  
*L*



Union Proposal  
Bargaining Unit 4  
Date 7/30/19  
@ 10:23

Proposal No: 1

The Union proposes the following rollover language:

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

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

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

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

B. When the annual payment is authorized,

JA  
7/30/19  
@ 10:23  
Robert W. Smith  
7/30/19  
@ 10:23  
Baldern Swartz  
[Signature]

B04  
[Signature]  
[Signature]  
dea  
[Signature]  
TUG  
[Signature]  
KVS

employees must complete twelve (12) consecutive qualifying pay periods in order to receive the annual payment. No payment nor pro rata share of the payment, shall be given if the employee separates or is discharged from State service, is rejected on probation, or voluntarily transfers to another location where the differential is not authorized. Time spent on SDI does not count as a qualifying pay period.

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

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

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

E. It is understood by SEIU Local 1000 that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

F. Classifications which are eligible for this differential include:

| CLASS                     | SCHEMATIC CODE |
|---------------------------|----------------|
| (1) Account Clerk II      | CU70           |
| (2) Accounting Technician | CU80           |
| (3) Senior Account Clerk  | CU60           |

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G. It is understood by the parties that this provision is designed to address recruitment and retention problems that exist in specific classifications at individual facilities, and that

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the decision to implement such a differential  
rests solely with the State.

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Heran Zulf  
Madi Batumad  
JE Alcaray  
Aida Koyee  
Lynn Gray  
Lynn Allen  
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Union Proposal

Master Table

Date

8/14/19  
1:36 pm

TA

Proposal No: 1

*W. Wacker*

The Union proposes the following rollover language:

**11.22 Institutional Worker Supervision Pay Differential**

**(Excludes Unit 1)**

*Stat*

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

*[Handwritten signature]*

*SSA*

B. The pay differential shall be subject to CalPERS deductions for the purpose of retirement contributions.

*[Handwritten signature]*

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

*[Handwritten signatures]*

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

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*[List of handwritten names: Karen, Brad, Bob, Marc, K. Carant, A. Leume, Myl, Carter, Sandra, Pien]*

W. Swadlow  
T. Williams  
B. Williams  
R. Williams  
M. Williams  
C. Williams  
S. Williams  
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schedules.

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

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Union Proposal

Bargaining Unit 1

Date

8/21/19  
2:57 PM

Proposal No: 2

The Union proposes the following rollover language:

**11.22.1 Institutional Worker Supervision Pay Differential**

(Unit 1)

A. Unit 1 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred seventy-three (173) hours a pay period shall, subject to the approval of CalHR, receive a pay differential of three hundred twenty-five dollars (\$325) per qualifying pay period. This differential shall be called Institutional Worker Supervision Pay (IWSP).

B. The pay differential shall not be subject to CalPERS deductions for either the employee or the State.

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

D. The pay differential shall only be included in

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TA SEIU Local 1000

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TA SEIU Local 1000

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 Joyce Whales  
 Dulores Brown  
 Crystal McCray  
 Shelia L. Bryan  
 Anubhava  
 Matt  
 Harry Rice  
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 Carolyn Allen  
 Louis Zins  
 Russell Johnson  
 [Signature]

overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump sum vacation, sick and excess hours due to fluctuating work schedules.

- E. Upon promotion to a higher classification in State Service an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus IWSP) to compute the appointment rate.
- F. To implement the change from AR40 to the IWSP differential, a red circle rate will be authorized where the employee's IWSP differential is greater than the employee's base salary plus IWSP. The red circle rate will equal the difference between the two described pay levels. The red circle rate concept shall continue until such time as the employee's adjusted base salary plus the IWSP equals or exceeds the employee's salary with AR40.

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Union Proposal  
Bargaining Unit 1

Date 8/21/19  
2:58 PM

Proposal No: 2

The Union proposes the following rollover language:

IP

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

Stat

A. Employees who are headquartered out-of-state or who are on permanent assignment to travel at least fifty percent (50%) of the time out-of-state shall receive an out-of-state pay differential of three hundred forty-six dollars (\$346) per month.

*[Handwritten signature]*

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

*[Handwritten signatures: Susan Dawey, Kelly R. Ross, Anglique Datta, etc.]*

TA SEIU Local 1000

*[Handwritten signatures: Ewell, Brenda Moore, Karen DeWalt, Joyce Wheelweller, Dulra Bonner, Crystal McCreay, Sheri L. Byars, Myra Ann, etc.]*

*[Handwritten signatures: Tom R. Hillis, Caraly Allen, James Zeno, Russell Johnson, etc.]*



TA 9:25pm 8/28/19

U 25pm

Union Proposal

Bargaining Unit 4

Date \_\_\_\_\_

Shelley  
Kristina Rodriguez  
Proposal No: 1  
Stacy Williams

The Union proposes the following rollover language:

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

Lisa Garcia  
Katy Roberts  
Patt

- A. Employees who are headquartered out of state shall receive an out-of-state pay differential of three hundred forty-six dollars (\$346) per month.
- B. Less than full-time employees shall receive the differential on a pro rata basis, based on their reduced time base.

Karen Ellis  
 Mandy Stumbo  
 Jerry Gray  
 Anna Lee  
 JZ Alcaraz  
 Shelby  
 Ed

08/16/19  
1:16 pm



Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

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

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

| SCHEMATIC CODE | CLASS CODE | TITLE   | PAY DIFFERENTIAL |
|----------------|------------|---|------------------|
| GY10           | 3390       | Assistant Steel Inspector                                 | \$465 per month  |
| HB40           | 3462       | Electrical Construction Inspector                         | \$465 per month  |
| UA40           | 8025       | Specialist I<br>Disaster Assistance Programs              | \$465 per month  |
| UA45           | 8030       | Specialist II<br>Disaster Assistance Programs             | \$465 per month  |
| UC30           | 8079       | Disaster Worker Specialty Services<br>(Various Disasters) | \$465 per month  |
| HB70           | 3468       | Mechanical Construction Inspector                         | \$465 per month  |
| GY20           | 3389       | Structural Steel Inspector (Non-Destructive Testing)      | \$465 per month  |
| GX90           | 3387       | Associate Steel Inspector                                 | \$465 per month  |
| HB30           | 3461       | Electrical Construction Supervisor I                      | \$465 per month  |

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|      |      |                                       |                 |
|------|------|---------------------------------------|-----------------|
| HB60 | 3466 | Mechanical Construction Supervisor I  | \$465 per month |
| HA60 | 3449 | Construction Inspector                | \$465 per month |
| HA50 | 3443 | Construction Supervisor I             | \$465 per month |
| GP30 | 3043 | Water Resources Technician II         | \$465 per month |
| GP20 | 3042 | Water Resources Engineering Associate | \$465 per month |

*Boyd Williams*  
*Pauline Jones*  
*Albert M...*  
*Arthur*

*Vinh Nguyen*  
*Chau*  
*AW*  
*18*

*amph...*  
*Mark T. Hill*



9:22pm 8/28/19  
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8/28/19

Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

*Kristine Rodriguez*  
Proposal No: 1  
*Rodriguez*

TA SEIU Local 1000

The Union proposes the following language:

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

Upon appointment to a position in one of the following classifications in an eligible county, employees shall receive a five percent (5%) pay differential. If an employee transfers out of an eligible location or classification the differential shall be rescinded.

The State may extend these provisions to employees already in these classifications in eligible counties, and if an incumbent transfers out of an eligible location or classification the differential shall be rescinded.

Eligible Counties:

- Alameda
- Contra Costa
- San Francisco
- San Mateo

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*Chad*  
*Cecilia*  
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when calculating any overtime compensation otherwise provided for by this Contract.

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Brenda Mott

Karen DeWalt

Joyce White

Dillon Brown

Crystal McCray

Sheli L. Byars

Wanda Sun

Mell

Honey Price

J.R. Patton

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Caroly Allen

James Zues

Russell Johnson

John [Signature]

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Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

TA SEIU Local 1000

Proposal No: 1

The Union proposes the following rollover language:

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

Personnel and Payroll Specialists and Senior Personnel and Payroll Specialists who are performing duties outlined in the class specifications and employed for twelve (12) consecutive qualifying pay periods after January 1, 2001, shall be eligible for a recruitment and retention differential of two thousand four hundred dollars (\$2,400), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

- A. If an employee terminates, transfers or is discharged, prior to completing the twelve (12) consecutive pay periods, there will be no prorated payment for those months.
- B. If an employee promotes out of the Personnel and Payroll Specialist classification series they will be eligible for a pro rata share for those months.
- C. Part-time and intermittent employees shall receive a

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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.

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

*PS*

E. For the purpose of this section, movement to Staff Services Analyst will be considered a promotion.

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TA SEIU Local 1000

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*Annus 300*  
*Harry Price*  
*Mark Sam*  
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*Karen DeWitt*  
*Claudia Paul*  
*Brenda Mott*  
*McCray*

*KVS*  
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*Shel L. Byers*  
*Jean D. Coy*  
*John [unclear]*  
*Cecilia M. Alto*  
*William Bonner*  
*Joyce Whelan*  
*Paul [unclear]*  
*Ray R. Miller*  
*Russell Johnson*  
*Mark J. [unclear]*



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Bargaining Unit 1

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*[Handwritten signature: Kelly DeRosier]*

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TA SEIU Local 1000

The Union proposes the following rollover language:

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

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

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

**A. Nonnegotiable Deadline or Extreme Urgency**

The work must have a deadline or completion date that cannot be controlled by the employee or his/her

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supervisor, or must constitute an extreme urgency.

The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

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Susan Dawsey  
Kaj DeBross

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B. Work Exceeds Normal Work Hours and Normal Productivity

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

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

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the normal workweek, there is a demand for and achievement of greater productivity or result.

C. Work is Unavoidable

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

D. Work Involves Extremely Heavy Workload

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

E. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other

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additional compensation for the type and nature of the above described work.

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

The differentials shall be \$300 per workweek, up to \$1200 total per pay period. Any workweek that overlaps months should be counted in the month that the workweek ends. An employee may be paid: \$300, \$600, \$900 or \$1200 per pay period.

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James Zayas  
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Arees  
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Sheli L. Byrum  
Dylan Bonner  
Sean D. Coy  
Catalya M. Allen  
J. R. P. M.  
Karen Devall  
John C. Brown  
Neal  
Mark

Jay Whulbs  
Brenda M.  
Crystal M. Gray  
Russell Johnson  
M. N. Hill



Union Proposal

Bargaining Unit 1

Date 8/21/19 @ 17:33

*TA @ 6:22pm*

Proposal No: 2

*8/21/19 6:22pm*

*TA SEIU 1000*

The Union proposes the following language:

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

*SMTB*

The CSL reserves the right to manage the variety and quantity of Scratcher products offered for sale in order to stay within its budgetary and legal mandates.

*[Handwritten signature]*

Additionally, the CSL reserves the right to evaluate the efficiency and effectiveness of new gaming methods, techniques, equipment and software, as well as new gaming products and sales aids, through tests or pilot programs. The time duration for the tests and/or pilot programs may vary. Pilot/tests shall be implemented at the beginning of a quarter unless a budgetary or legal reason exists in which case the pilot/test may be implemented mid-quarter. The CSL will meet and discuss the impact of a test prior to implementation, upon Union request.

*Angela DeLuca*

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Brad J. Mott  
Noble  
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Philip L. Bryan  
Karen DeWall  
Kilian Bonner  
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Michael  
Cody  
Harry  
Russell

Employees appointed to the CSL classifications of District Sales Representative (DSR) and Key Accounts Specialist (KAS) are eligible to receive a sales bonus based on achievement of sales in the following three (3) product lines: Scratcher products; On-Line products; and a Target Game which shall be designated by the Director or designee.

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The following provisions shall govern the program:

- A. Prior to the beginning of each new quarter, the CSL Director or designee shall announce a statewide sales goal for each of the three (3) product lines identified above. Individual achievement of quarterly sales goals for each territory or account list is measured against the established quarterly CSL statewide sales goal for each of the three (3) product lines. The sales bonus for eligible employees is based on sales achievement in each of the three (3) product lines. Scratcher product sales are defined as only those ticket packs that have been financially settled by retailers.
- B. The CSL Sales Division shall issue a quarterly report showing the percentage contribution (market share) of the employee's sales area to actual statewide sales.



The "market share" of each sales area is the percentage contribution of the territory or account list to actual statewide sales during quarter ending one quarter prior to the goal quarter, also identified as the "quarter before last."

Example: The goal for quarter 1 of FY 1999/00 is based on the market share from quarter 3 of FY 1998/99.

- C. Each product line is allocated a percentage of the total award dollar with each level as follows: Scratcher product seventy percent (70%); Target Game product twenty percent (20%); and On-Line product ten percent (10%). Upon completion of each quarter and a qualifying period, if a territory or account list achieves at least a Level 1 sales goal in any product line, the employee receives the appropriate percentage of the total award attributable to that product for the level achieved. With a qualifying period, the employee is eligible to attain an award for each of the three product lines.
- D. "Target Game" is that game identified and designated by the Director (CSL) or designee to <sup>T.C. 16.13</sup> receive special promotional emphasis. Target Game sales shall be excluded from the goal and achievement of other product lines. If a Target Game is not designated, the Director or designee shall redirect the Target Game percentage to the other remaining product lines.

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E. If the CSL deems it necessary to adjust one or more of the bonus level percentages; it shall notify the Union and meet and confer, upon request, concerning the impact of the proposed adjustment.

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

| Bonus Level                                | Level 1 | Level 2 | Level 3 | Level 4 |
|--|---------|---------|---------|---------|
| % of Sales Goal Achieved                   | 102%    | 105%    | 108%    | 112%    |
| <b>District Sales Representative (DSR)</b> |         |         |         |         |
| (DSR) Maximum Bonus Award                  | \$1,100 | \$1,600 | \$2,100 | \$3,200 |
| (70%) Scratcher Product                    | \$770   | \$1,120 | \$1,470 | \$2,240 |
| (20%) Target Game                          | \$220   | \$320   | \$420   | \$640   |
| (10%) On-Line Product                      | \$110   | \$160   | \$210   | \$320   |
| <b>Key Account Specialist (KAS)</b>        |         |         |         |         |
| Maximum Bonus Award                        | \$1,600 | \$2,100 | \$2,850 | \$3,950 |
| (70%) Scratcher Product                    | \$1,120 | \$1,470 | \$1,995 | \$2,765 |
| (20%) Target Game                          | \$320   | \$420   | \$570   | \$790   |
| (10%) On-Line Product                      | \$160   | \$210   | \$285   | \$395   |

G. Each eligible employee described in subsections G (2) through G (8) shall be required to work a qualifying period to be eligible for bonus.

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1. A qualifying period is defined as actually working in a territory or actually working an assigned account list a minimum of sixty-five percent (65%) of actual available work days in a thirteen (13) week quarter excluding holidays and weekends.

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2. Formula: Thirteen (13) weeks (91 days) less weekends (26 days) times eight (8) hours a day less holiday hours times sixty-five percent (65%) equals a qualifying period.

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3. Example: A qualifying period in a quarter with no holidays equals sixty-five (65) days; a qualifying period in a quarter with one holiday equals sixty-four (64) days.

4. A full-time employee who works a qualifying period and who works in an assigned territory or an assigned account list during the quarter is eligible for the appropriate level bonus achieved by that territory/account list during that quarter.

5. An intermittent employee who works a qualifying period and who works in a single territory during the quarter is eligible for the appropriate level bonus achieved by that district during that quarter.

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6. An intermittent employee who works a qualifying period and who works in more than one territory in a single district during the quarter is eligible for the appropriate level bonus achieved by that district during that quarter.

State

7. An intermittent employee who works a qualifying period and who works in more than one territory and in more than one district in either the North or South Region during the quarter is eligible for the appropriate level bonus achieved by that region during that quarter.

P

8. An intermittent employee who works a qualifying period and who works in more than one territory in both the North and South regions during the quarter is eligible for the appropriate level bonus achieved by the State during that quarter.

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9. A permanent part-time employee who works a qualifying period and achieves a sales bonus level in a product line during the quarter is eligible to receive a percentage of the bonus dollar amount for that level consistent with the time base. The qualifying period as defined in subsection HG(1) prorated to the time base.

10. An employee appointed to a limited-term or retired annuitant position of DSR or KAS shall be eligible to

participate in this program consistent with the criteria established for full-time or intermittent employees.

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

I. Bonus awards paid pursuant to this section are excluded from compensation for retirement purposes.

J. Bonus awards paid pursuant to this section are considered compensation for taxation purposes.

K. This section shall be grievable only to Step 2 of the grievance procedure (Director, CSL).

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

The Union and the State agree to establish a Joint Labor Management Committee (JLMC) to examine the California State Lottery Sales Incentive Bonus. The JLMC will include, but not be limited to, the following:

1. Possible adjustment of the Quarters
2. Qualifications for receiving the Bonus
3. The methodology for determining the Bonus goal
4. The methodology of determining the Bonus payouts
5. The time period for timely payment of the Bonus
6. Grievability of the Bonus

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The JLMC shall complete final recommendations no later than December 31, 2020. All rights established under Article 5.10 of this Contract apply to this JLMC.

M. At the conclusion of the JLMC, written recommendations will be provided to the CSL Director. If the CSL Director, with approval from CalHR, makes a change to the sales incentive bonus, the State will notify the Union pursuant Article 24.1.

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Karen Devall

Nelson Bonner

Wendy Ann

James Zos

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Harry Price

Russell Ortiz



Union Proposal  
Bargaining Unit 4

8/21/2019

Date \_\_\_\_\_ 5:32pm

Proposal No: 2

The Union proposes the following language:

TA 8/21/19  
6:22

**11.27.4 California State Lottery (CSL) Scratcher Sales**

**Bonus (Unit 4)**

CSL reserves the right to manage the variety and quantity of Scratcher products offered for sale in order to stay within its budgetary and legal mandates.

*J. Blum*  
*Rosemarie Apeth*  
*Donald D. ...* 8/21/19  
*[Signature]*

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

- A. The sales bonus shall be based solely on sales of Scratcher products. Scratcher product sales are defined as only those packs that have been financially settled by retailers. Prior to the beginning of each new quarter of the fiscal year, the CSL Director or designee shall set a statewide sales goal for Scratcher products. The statewide sales goal is then broken down into "market

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*Mindy [Signature]*

shares” for each individual “retailer assignment.”  
Individual achievement for bonus eligibility is measured against the “marked share” established for the individual retailer assignment.

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B. CSL Sales Department shall issue a quarterly report showing the percentage of statewide sales (commonly referred to as “market share”) for Scratcher products for each retailer assignment. The market share of each sales area is defined as the percentage contribution of the employee’s retailer assignment to actual statewide sales during the quarter ending one quarter prior to the “goal quarter,” also identified as the “quarter before last.”

Example: The goal of Quarter 1 of FY 99-00 is based upon market share from Quarter 3 of 98/99.

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

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achieving greater sales levels for the Scratcher-only products.

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

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

| BONUS LEVEL                     | LEVEL 1 | LEVEL 2 | LEVEL 3 | LEVEL 4 |
|---------------------------------|---------|---------|---------|---------|
| % OF SALES GOAL ACHIEVEMENT     | 102%    | 105%    | 108%    | 112%    |
| Lottery Ticket Sales Specialist | \$300   | \$600   | \$900   | \$1,200 |
| Lottery Ticket Sr. Sales Spec.  | \$300   | \$600   | \$900   | \$1,200 |

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

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

2. An intermittent employee who works a

qualifying period and who works a single regular retailer assignment during the quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.

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3. An intermittent employee who works a qualifying period and who works more than one retailer assignment in either the North or the South region during the quarter shall be eligible for the appropriate level bonus achieved by the region.

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4. An intermittent employee who works a qualifying period and who works more than one retailer assignment in both the North and South regions during the quarter shall be eligible for the appropriate level bonus achieved by the State.

5. A part-time employee who works a qualifying period shall be eligible for a percentage of the bonus dollar amount consistent with the employee's time base. The qualifying period as defined in subsection F shall be prorated

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to the time base.

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

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

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

Formula: Thirteen (13) weeks (91) days less weekends (26 days) multiplied by eight (8) hours a day less holiday hours multiplied by sixty-five percent (65%) equals a qualifying period.

Example: A qualifying period in a thirteen (13) week quarter with no holidays would require the participant to work a regular

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retailer assignment three hundred thirty-eight (338) hours. A qualifying period in a quarter that has one holiday would require the participant to work a regular retailer assignment of three hundred thirty-three (333) hours.

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

G. Bonus payments shall be made quarterly within sixty (60) days after the end of the quarter.

H. Bonuses paid pursuant to this section are excluded from compensation for retirement purposes.

I. Bonuses paid pursuant to this section are considered compensation for taxation purposes.

J. ~~When the CSL makes a change to the Scratcher Sales Bonus they will notify the Union pursuant to Article 24.1~~

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The Union and the State agree to establish a Joint Labor Management Committee (JLMC) to examine the California State Lottery Scratcher Sales Bonus. The JLMC will include, but not be limited to, the following:

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Helen J. [unclear]  
Mandi [unclear]  
[unclear]  
JK

1. Possible adjustment of the Quarters
2. Qualifications for receiving the Bonus
3. The methodology for determining the Bonus goal
4. The methodology of determining the Bonus payouts
5. The time period for timely payment of the Bonus
6. Grievability of the Bonus

The JLMC shall complete final recommendations no later than December 31, 2020. All rights established under Article 5.10 of this Contract apply to this JLMC.

K. At the conclusion of the JLMC, written recommendations will be provided to the CSL Director. If the CSL Director, with approval from CalHR, makes

a change to the scratcher sales bonus, the State will  
notify the Union pursuant Article 24.1.

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f<sub>o</sub> J.C. 5:37 pm

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Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1

TA SEIU Local 1000

The Union proposes the following rollover language:

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

This provision is effective following ratification by both parties.

- A. The objective of the BBI program shall be to add new and viable Lottery retailer locations. A new retailer location is one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.
- B. The Lottery Director or designee shall identify a "product game" that shall be the focus of the BBI. The Lottery Director or designee shall also determine the specific criteria for the product game.
- C. The classifications of District Sales Representative (DSR) and Key Account Specialist (KAS) shall be eligible for the incentive award.
- D. For each new qualifying retailer location, the

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employee shall receive an incentive award of two hundred fifty dollars (\$250).

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- E. The CSL will provide weekly BBI product sales advisory information on a bi-weekly basis to allow tracking of retailer activation and sales activity. An official BBI product sales report will be issued by the CSL following the end of each retailer's qualifying period.
- F. The employee shall submit a claim for the recruitment incentive award within thirty (30) days following the issue date of the sales report referenced in subsection E. Awards shall be paid, upon verification by the CSL, no later than sixty (60) calendar days after the completed claim is submitted by the employee.
- G. Program criteria: In addition to specific criteria for the BBI product game determined by the CSL Director or designee the following program criteria shall be met:
  - 1. A new retailer shall be one that has never sold Lottery products or has contracted to sell "Scratcher-Only"

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- products.
2. A qualifying retailer shall be located within the employee's regularly assigned territory or on the employee's regularly assigned account list at the date of activation.
  3. In the event that more than one employee, DSR/KAS, has direct participation in the recruitment of a qualifying retailer, the incentive award shall be divided equally between the recruiters. Direct participation shall be substantiated by the Lottery Sales Manager or Key Accounts Chief, as appropriate. The Key Accounts Chief shall determine, if necessary, the beginning and ending periods for targeted account recruiting.
  4. If the retailer location is re-assigned during a qualifying period from one DSR's regularly assigned territory to another DSR's regularly assigned territory or from one KAS's regularly assigned account list to another KAS's regularly assigned account list, or if the

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employee does not have a regularly assigned territory/account list, the award will be made in favor of the recruiting employee (DSR/KAS).

5. Upon written request from an employee, an exception to specific product game criteria may be granted by the CSL Director or designee prior to retailer activation.

H. Terminal Malfunction: Upon notification from the employee and verification by management that the on-line terminal of the qualifying retailer became inactive due to technical malfunction of the phone line or "the G-Tech" line after the initial activation date and during the qualifying period, said qualifying period will be extended by the number of inactive days. Extensions shall be approved by the CSL Director or designee.

I. Game Termination: A BBI product game may be modified or discontinued by the CSL Director or designee due to technical, financial, or legal reasons. If the BBI product game is discontinued, the CSL is not obligated to provide a replacement game. If a

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retail location meets the criteria established for the game prior to its discontinuance, the recruiting employee shall have qualified for the incentive award. If an employee recruits a new retailer and the CSL subsequently discontinues the BBI product game due to financial, technical, or legal reasons before the new retailer has on-line Status Code 1 or 2, and the CSL introduces a replacement target game within one hundred twenty (120) days after the discontinued game, the tracking period shall begin with the effective date of the replacement game. The Union shall be given notice and an opportunity, upon request, to meet and discuss the impact of this action.

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- J. The employee shall submit a discrepancy correction for a bona fide retailer within ninety (90) days of the retailer activation. Discrepancies not submitted within the stated period will not be eligible for bonus payment.
- K. Incentive awards paid pursuant to this agreement shall be considered compensation for taxation purposes.
- L. Incentive awards paid pursuant to this agreement

shall be excluded from compensation for retirement purposes.

M. The provisions of this agreement shall be grievable only through the department level of the grievance procedure (Director, CSL).

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James Z...

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Sean D. Caf

Catalyn M. Allen

J. P. Miller

Karen Devoll

John C. ...

Neal ...

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922 pm 8/28/19  
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Union Proposal  
Bargaining Unit 1

6:23 PM

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TA SEIU Local 1000

The Union proposes the following language:

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

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

Green  
Danner  
John Crawford  
McCrays  
Harris  
Harris  
Carly  
Karen  
James  
Shelby  
Brendon  
Ned  
Jaye  
Walt  
Russell  
Sean D. Coy

Susan Darrow  
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Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

7-29-19  
2:23pm

Proposal No: 1

The Union proposes the following rollover language:

11.30.1 Professional Certification Pay (Unit 1)

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A. Subject to the criteria listed in section B, a department may recommend to CalHR that a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination receive a bonus.

B. Bonus Criteria

1. The bonus shall consist of three thousand six hundred dollars (\$3,600) regardless of the number of certifications received and shall be paid in three (3) equal installments of one thousand two hundred dollars (\$1,200) at intervals of twelve (12) qualifying pay periods. The first installment shall be paid in twelve (12) qualifying pay periods after the employee's request and the employer's verification.

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2. In order to be eligible for the bonus, the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited college or university, including courses in elementary and advanced accounting, auditing, and cost accounting.

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3. The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.

C. An employee who transfers to another State department and otherwise continues to qualify for the bonus must request the new department to continue the bonus on schedule. The new department may or may not agree to recommend

the continuation of the bonus to CalHR. In any case the bonus shall not exceed three thousand six hundred dollars (\$3,600).

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D. A Professional Competency Bonus shall not be considered "compensation" for the purpose of retirement.

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Harry Price

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Sheli L. Byam

Dylan Bonner

Jess D. Cox

Caralyn Malt...

Jack P. Miller  
Karen Debell

Talva ...

Neal ...

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Brend J. ...  
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CalPERS or CalSTRS.

C. Pursuant to Article 13, Education and Training, upon recommendation of CalPERS or CalSTRS management and consistent with departmental policy, an eligible employee, in the Investment Officer I, II, or III classification, may be provided reimbursement for related expenses while a participant in the Chartered Financial Analyst educational, testing, and certification process.

TA SEIU Local 1000

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Jay Delant

Dalton Bonner

Crystal McCreary

Shelby L. Byars

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Mel t

Harry Price

Y. R. Phillips

*(signature)*

Carlyle Allen

Jamie Jones

Jamell Johnson

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8/28/19

Union Proposal  
Bargaining Unit 4

Date \_\_\_\_\_

*Kristine Rodriguez*  
Proposal No: 1

The Union proposes the following language:

*Stan Miran*

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

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*Mama Blife*  
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Effective the first pay period upon ratification January 1, 2002, the State agrees to pay a one hundred fifty dollar (\$100150) per month pay differential to Tax Technicians I/II/III employees of the BOE CDTFA who perform at least fifty percent (50%) of their normal duties in the following assigned tasks, in recognition of the increased complexities and level of skills/knowledge required due to the implementation of the Automated Call Distribution System:

- A. Full-time employees in Unit 4 assigned to the Information Customer Service Center/800 Number, Customer and Taxpayer Services External Affairs Division.
- B. Full-time employees in Unit 4 assigned to the BOE District Field Offices performing

taxpayer counter services.

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C. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to their reduced time base.

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*Mundi Matumbi*

*J E Alvarado*

*Freda Kaysee*  
*Z. Hill*  
*Larry Gray*  
*Glenn Allen*



Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 2

The Union proposes the following language:

**11.32.1 Research Data Program Specialist III (Demography)  
Pay Differential (Unit 1)**

Upon the ratification of the MOU, ~~t~~The Research Data Program Specialist III (Demography) (5770) shall continue to be eligible to receive be added to CalHR Pay Differential 412.

TA SEIU Local 1000

James Zines  
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Catalpa Alt  
Claude ...  
Karen Derbell  
Joyce Wheeler  
Brenda Mott  
Shelia L. Byars  
Paul ...  
Harry Price  
Sean D. Coy

DP Bonner  
Nancy ...  
D. ...  
Russell Johnson  
Mick ...

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Bargaining Unit 4  
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8/28/19  
Kristin Rodriguez

Date \_\_\_\_\_

Proposal No: 1

Shayla M...  
Lisa Garcia

Rally Roboss  
Pat...

Blair  
Helen Jeffs  
Lyndi...  
J. A. Kearney  
Diana Renee  
Jerry Gray  
2/1/19  
Shenfield

The Union proposes the following language:

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

Effective the first pay period upon ratification January 1, 2002, the State agrees to pay one hundred fifty dollars (\$100150) per month pay differential to employees of the CSL who perform full-time as Call Center 800 Operators (Lottery Customer Service Division) in recognition of the increased complexities and level of skills and knowledge required due to the implementation of the Automated Call Distribution System.



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Union Proposal

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Bargaining Unit 4

Date \_\_\_\_\_

*Kristine Romige*  
Proposal No: 1

*Stacy M... ..*

*Lisa ... ..*

*Kelly ... ..*

The Union proposes the following language:

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

Effective the first pay period upon ratification January 1, 2002,

in recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a one hundred fifty dollar (\$~~100~~150) differential per pay period to the following EDD employees in the Tax Branch and Unemployment Insurance Branch who perform at least fifty percent (50%) of their normal work duties in an automated call distribution center and/or public service counter involving response to the general public or customer client contacts relating to multiple programs and/or services of the department:

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

*Blair*  
*Harold ... ..*  
*Gina ... ..*  
*J.E. Alcorn*  
*[Signature]*  
*Freddie ... ..*  
*2/14/16*  
*Jerry ... ..*  
*Sherry ... ..*

the Tax Branch.

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

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8/28/19  
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Part-time and intermittent employees performing the duties described above shall receive the differential on a pro rata basis.

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Minda Matsumoto  
J E Clearing  
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Freda Lesue  
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Jerry Gray  
Sheryl Allen





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Union Proposal

1:25pm

Bargaining Unit 4

Date \_\_\_\_\_

8/28/19

Proposal No: 1

*Kristine Rodriguez*  
*Hayden*  
*Leslie Garcia*  
*Shirley*  
*W. J. Jones*  
*Patricia*

*Bluff*  
*Karen*  
*Lyndi*  
*J. Calcaraf*  
*[Signature]*  
*Frank Legro*  
*Jerry Gray*  
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The Union proposes the following language:

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

Effective the first pay period upon ratification January 1, 2002, the State agrees to pay one hundred fifty dollars (\$100150) per month pay differential to Program Technicians I/II/III employees of the DCA who perform at least fifty percent (50%) of their normal duties in the following assigned tasks, in recognition of the complex workload and level and knowledge required to receive and respond to consumer calls:

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



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Union Proposal  
Bargaining Unit 4

Date \_\_\_\_\_

1:25pm 8/28/19

*Kristine Rodriguez*  
Proposal No: 1

*Stephanie L...*  
*Dina D...*  
*Kelly D...*

*PLU4*  
*Karen J...*  
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*J.E. Clew...*  
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*Syda Lesree*  
*L...*  
*[Signature]*  
*[Signature]*

The Union proposes the following language:

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

Effective the first pay period upon ratification, in recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a one fifty hundred dollar (~~\$100~~150) differential per pay period to the following CalPERS employees who, at least fifty percent (50%) or more of their time, are assigned to call centers and public service counters to perform duties involving response to the general public or customer/client contacts relating to multiple programs and/or services of the department.

Benefit Program Specialist (all ranges)

Senior Benefit Program Specialist

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



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TA 8/28/19  
Union Proposal

Bargaining Unit 4

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8/28/19

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Proposal No: 1

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Kelly Dubois  
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Ayda Lopez  
Suey Gas

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The Union proposes the following language:

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

Effective the first pay period upon ratification, the State agrees to pay a one hundred fifty dollar (\$100150) per month pay differential to the following employees of the STRS in recognition of the complex work and level of skill and knowledge required to receive and respond to 800- telephone line calls from STRS members contacting the Public Service Office.

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



Union Proposal  
Bargaining Unit 4  
Date 7/30/19  
@ 10:23

Proposal No: 1

The Union proposes the following rollover language:

**11.37.4 Dictaphone Differential (Unit 4)**

A. Full-time employees in the classification of Office Assistant (Typing) in positions where the transcription of dictation from a dictating machine is done regularly, constitutes the employee's main assignment, and occupies the largest portion of the employee's time, shall receive a Dictaphone Differential as follows:

1. Employees in Ranges A, B and C shall receive seventy-four dollars (\$74) per month.
2. Employees in Range D shall receive ninety dollars (\$90) per month.

B. Less than full-time employees shall receive the Dictaphone Differential on a pro rata basis according to the employee's reduced time base.

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*Helen [unclear]*  
*Mindy [unclear]*  
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*Maria Lopez*  
*Judy Gray*  
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*JA*  
*7/30/19*  
*@ 10:23*  
*Haey W. [unclear]*  
*[unclear] 7/30/19*  
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Union Proposal

Bargaining Unit 4

Date 8/9/19  
11:12

Proposal No: 2

The Union proposes the following rollover language:

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

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

*JA*  
8/9/19  
11:20  
*Steve Whipple*  
*Bob Evans*  
*John Ze*  
*Mark R*  
*Tal Guy*

Criteria:

- A. All eligible full-time employees must be assigned sole responsibility for the hearing calendaring function.
- B. One employee per Field Operation's field office, per pay period, is eligible to receive this pay differential.
- C. An employee is eligible to receive this pay differential if he/she performs the hearing

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*Jan*  
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calendar function for eleven (11) or more calendar days per pay period.

D. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

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Jeda Lopez  
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2/14  
Larry Gray



Union Proposal

Bargaining Unit 4

Date 8/9/19

9:49

Proposal No: 1

The Union proposes the following language:

**11.39.4 Hearing Reporters – California Public Utilities Commission (PUC) (Unit 4)**

~~Effective January 1, 2002, Hearing Reporters, in addition to their base salary, will receive three dollars and twenty-five cents (\$3.25) for each "daily" or "expedited" page which is reported and/or proofread by that reporter as required.~~

~~Hearing Reporters, in addition to their base salary, will receive one dollar and forty cents (\$1.40) per page for each "daily" or "expedited" page which is scoped and/or proofread by that hearing reporter as required which may~~

~~include completing final transcript and electronic (or otherwise) delivery thereof. A qualified Hearing Reporter, in addition to their base salary, will receive one dollar (\$1.00)~~

~~per page for setting up and reporting a "realtime" hearing. If more than one (1) reporter works on a hearing, their collective page total shall not exceed the total pages for that hearing.~~

~~A "daily transcript" is a transcript of a hearing of which the~~

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

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

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

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Minda Matsumoto  
J. E. Carras  
Chela Lopez  
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Jerry Gray  
[Signature]



4:45pm  
08/07/19



Union Proposal  
Bargaining Unit 11  
Date August 7, 2019

Proposal No: 2

The Union proposes the following language:

**11.40.11 Operational Availability Incentive Program – DWR  
(Unit 11)**

A. The Department of Water Resources has established a compensated time off (CTO) bonus as an incentive for Unit 11 permanent full-time employees to improve the operational availability of generating and pumping plants in the State Water Project.

1. ~~On January 1~~ By March 15 of each year DWR will establish the operational availability goals (Benchmarks) for the Division of Operations and Maintenance to be achieved by December 15 of that year.
2. In the event of a major forced outage lasting more than two (2) weeks and involving half of a plant or more, DWR will notice the Union of the possible adjustment to the operational availability goals.

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B. Employee Eligibility

1. Must be an employee in a Bargaining Unit 11 classification utilized by the Division of Operations and Maintenance;
2. And, the Operations and Maintenance Organizational Unit to which the employee is assigned meets its Operational Availability goal by December 15 of each year;
3. And, the employee has been assigned to that organizational unit in an eligible classification during the calendar year performing onsite work that contributes to the operational availability which qualifies to receive the CTO bonus;
4. And, the employee is assigned to Division of Operations and Maintenance either in a field division or headquarters position on December 15;
5. And, the employee has worked in such assignment at least one (1) full calendar month.

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

## Second Operational Availability Goal.

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

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

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

F. As soon as possible, but not later than March 15, the State shall provide the Union written notice of whether or not the Operational Availability Incentive Bonus will be awarded for the previous calendar year, pursuant to this Article.

*Brad Willis*  
*Ann Hutson*

GF. This Article is not subject to Article 6 – Grievance and Arbitration.

TW 4:47pm  
08/02/19

*Philip Blinn*  
*Andrew*  
*Nelson*  
*Albert Mark*

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*[Signature]*  
*[Signature]*



9:30pm  
TA Union Proposal

Bargaining Unit 11

Date \_\_\_\_\_

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K. Justino  
Proposal No: 1  
Pat...

The Union proposes the following rollover language:

**11.41.11 Commercial Driver's License Differential (Unit 11)**

A. Caltrans and DWR

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

B. Department of Fish and Game (DFG)

1. The DFG shall pay a differential of one hundred fifty-five dollars (\$155) for each qualifying pay period to employees holding a Class A or B CDL who:

- a. Are full-time employees, and
- b. Hold a Class A or B CDL, with

Brad Wilk  
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appropriate endorsement(s) and medical examiner's certificate required by the DMV, and

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- c. Are assigned to a DFG-designated position requiring regular operation of vehicles for which a Class A or B CDL is required.

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

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

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3. Employees shall be designated to receive this differential in the first qualifying pay period in which they have been assigned driving duty and will then be subject to the normal annual review process thereafter.
4. An employee whose required CDL and/or endorsement(s) is/are revoked or not renewed for any reason, or who is not operating vehicles satisfactorily, or who lacks the proper skill or qualifications to operate the subject vehicles at the worksite, may be subject to administrative transfer:
  - a. Out of the position within which the differential is paid, or
  - b. To a position not requiring the possession of a CDL, and will no longer

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be eligible for payment of the differential.

5. The Union recognizes that the differential will not be paid to incumbents in those classes in which the SPB specification identifies possession of a CDL as part of the minimum qualifications of the class.
6. Notwithstanding classification specifications, employees receiving the differential can be required to operate vehicles as deemed necessary by the department. This provision is neither grievable nor arbitrable.
7. Subject to all of the provisions in subsections B (1) through B (5), part-time employees, including seasonals shall be eligible for payment of the differential on a pro rata basis.

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Brod Willy  
Ann Watson  
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08/21/19  
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Union Proposal  
Bargaining Unit 11  
Date August 21, 2019

Proposal No: 2

The Union proposes the following rollover language:

**11.42.11 Water Treatment Plant Differential (Unit 11)**

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

T/A 3:56PM

*Brad Miller*  
*Ann Hutson*  
*Patricia Elin*  
*Arthur E*  
*Alfred Mumpf*  
*John J. Go*

B. Water Resources Technicians I and II who are employed at DWR water treatment plants who are required by DWR to obtain a license and/or certificate pertaining to water treatment plant operation, and who successfully complete the examination for the same, shall be reimbursed for application, examination and renewal fees. Said employees shall be given a reasonable amount of time off work without loss of compensation to take

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licensing and/or certification examinations, provided the examination is on a scheduled work day and the employee gives his/her supervisor reasonable advance notice of the need to take time off.

*Brod Wilho*  
*Ryan Hutson*  
*Patrick Shio*  
*Alfred Mambel*  
*Frank J. S.*

- C. Water Resources Technicians I and II who are required to possess a license or certificate pertaining to water treatment plant operations who fail to obtain or maintain a license or certificate, may be voluntarily or involuntarily transferred into another position or classification.
- D. This section shall be subject to the grievance procedure up to and including the third level of review. It shall not be subject to arbitration.

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TA 8/28/19  
Union Proposal

Bargaining Unit 11

Date \_\_\_\_\_

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Proposal No: 1

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The Union proposes the following rollover language:

**11.43.11 Diving Pay (Unit 11)**

- A. This section shall apply to Unit 11 employees who are certified to dive by an organization recognized by the State, and required to dive by their appointing authority.
- B. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of twelve dollars (\$12) per diving hour.
- C. New classifications may be approved for diving pay subject to agreement between CalHR and the Union.

*Brad Wilk*  
*Sam Hutson*

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*Albert*

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Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

**The Union proposes the following rollover language:**

**11.44.11 Long Term Differential (Unit 11)**

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

- A. Employees who are assigned in writing to Long Term Assignments (LTA) for more than one year (365 days) at the outset of their assignment letter and who otherwise qualify for long term per diem shall receive monthly pay differential in lieu of long term per diem for meals and receipted lodging.
- B. To qualify for the LTA monthly differential, affected employees shall be required to submit receipts as proof that actual lodging expenses were incurred.

C. The LTA monthly differential will be paid for a period starting the first day of the actual assignment and will end the last day of the assignment. The monthly differential shall be pro

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rated for months in which the LTA begins or ends in the middle of the month.

- D. The LTA monthly differential shall be one thousand eight hundred dollars (\$1,800).
- E. Long Term Differential Pay shall not be added to the base pay for purposes of calculating such things as overtime.
- F. Long Term Differential Pay shall not be considered compensation for purposes of retirement contributions.

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Patricia Jones  
Albert M.  
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Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

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

A. The parties agree that Laboratory Technicians (Criminalistics) working in the Bureau of Forensic Services at the DOJ shall receive a three hundred dollar (\$300) per qualifying pay period differential if they meet the following criteria:

a. They are assigned to a DNA Laboratory or DNA Unit in the Bureau of Forensic Services and their principal duties include DNA analysis, method development, training, or oversight and review of DNA work; and,

b. They meet the DNA Advisory Board qualifications (education and experience) for a DNA analyst

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2:11pm

(casework or data bank) or  
technical leader.

- B. The differential shall be considered when calculating overtime rates. The differential shall be considered compensation for purposes of retirement.
- C. Selection and removal from assignments that qualify for the DNA differential shall be at the discretion of the DOJ. Employees removed from said assignments will be given thirty (30) calendar days advance notice before the differential is discontinued, unless the change is initiated by the employee.

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Page 2 of 2

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Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**11.46.11 Pile Load Testing Differential (Unit 11)**

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

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

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*Albert*  
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Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

**The Union proposes the following rollover language:**

**11.47.11 Climbing Pay (Unit 11)**

A. Air Resources Board (ARB)

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

B. Caltrans and DWR

Caltrans and DWR employees who are required to climb using climbing equipment, and employees of the same departments who are required to hold backup safety lines for climbers, shall receive an hourly differential of ten dollars (\$10) per actual climbing hour using climbing

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equipment or holding backup safety lines. Said employees may be required to successfully complete training prescribed by their respective departments as a condition of employment in positions requiring climbing or securing backup safety lines.

C. Department of Conservation

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

D. Employees who satisfy the criteria contained in section 11.46.11(A) and (B) will receive a minimum of one (1) hour of climbing pay for any amount of climbing during the first hour of each day. Additional time spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.

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

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Page 2 of 2

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08/21/19  
1:24pm



Union Proposal  
Bargaining Unit 11  
Date August 21, 2019

Proposal No: 2

The Union proposes the following rollover language:

**11.48.11 Water Resources Technician II Differential (Unit 11)**

A. The following differentials shall be paid to Water Resources Technician IIs (WR Tech IIs) in the Department of Water Resources (DWR) who qualify under the criteria stated herein.

T/A 08/21/2019  
4:06 PM

*Bred Willer*  
*Ann Peterson*  
*Patricia Zilio*  
*Alfred M...*  
*Chris J...*

1.(a) WR TECH IIs having sixty (60) months of WR TECH II tenure and are at the top step of the WR TECH II level shall receive a monthly salary differential of four hundred twenty-four dollars (\$424).

1.(b) WR TECH IIs having completed fifteen (15) semester or equivalent college units from an accredited college or university, as approved by DWR and who have twelve (12) months tenure at the WR TECH II level, shall receive a monthly salary differential of four hundred twenty-four dollars (\$424). The fifteen (15)

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semester or equivalent units must be in a science, mathematics, or engineering curriculum with primary emphasis in the areas of study referenced in subsection I below. College courses taken at a community college must be transferable to either a California State University or a University of California institution and be relevant to the work being performed by the employee.

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- 1.(c) WR TECH IIs who hold a four (4) year college degree in a DWR approved field of study as described in paragraph 1 (b) and have twelve (12) months tenure at the WR TECH II level, shall receive a monthly salary differential of six hundred thirty-six dollars (\$636).
2. WR TECH IIs assigned to a DWR field assignment will receive a two hundred forty-one dollars (\$241) per month differential provided they have served for twenty-four (24) consecutive months in a DWR field assignment after having reached the top step

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of WR TECH II and have completed the eighty (80) hour course in Water Resources Engineering Technology (WRET). Courses qualifying toward this requirement may include WRET courses taken by the employee prior to being appointed as a WR TECH II.

Management will facilitate each eligible employee's attendance in the eighty (80) hour course in WRET no later than twenty-four (24) months of their appointment to a DWR field assignment at the WR TECH II level. A DWR field assignment is defined as a permanent assignment to field work outside the office over fifty percent (50%) of the time.

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B. Counting base pay and Differentials 1 and 2, no WR TECH II may earn more than the top step of the salary of the Engineer, Water Resources, Range C. The SCO will calculate the amounts of the differentials and automatically limit amounts paid pursuant to this section.

C. Differentials 1(a), 1(b), and 1(c) are "permanent" in that they shall apply to qualifying WR TECH II employees unless the differential is removed by

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adverse action. Regarding Differentials 1(a), 1(b), and 1(c), employees may receive only one (1) of these three (3) differentials at any time.

D. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is "permanent" so long as the qualifying WR TECH II remains assigned in a qualifying DWR field assignment, unless the differential is removed by adverse action. Payment of Differential 2 ceases when the employee leaves the DWR field assignment.

E. A WR TECH II who previously received Differential 2 and lost it due to leaving the qualifying DWR field assignment will have the differential restored upon returning to a DWR field assignment, provided that the employee satisfies the differential's qualifications. Such employee returning to a DWR field assignment will not, therefore, have to satisfy the twenty-four (24) month continuous tenure requirement of A(2) again.

F. Qualifying WR TECH IIs may receive both Differential 1(a or b or c) and Differential 2 simultaneously, subject to the limitations of item B

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G. Both Differential 1(a through c) and Differential 2 will count as salary for purposes of retirement, overtime, and benefit payment calculations.

H. Differentials will be paid to qualifying employees retroactively to the pay period when they meet the qualifications.

I. WR TECH II Differential College Classes Approved courses of study for Differential (1) (b) and ~~(1)(c)~~ <sup>Rev 08/21/19</sup> 3:59 PM

Biology

Chemistry

Computer Science

Construction Management

Engineering

Engineering Technology (including Agricultural)

Geology

Geosciences

Hydrology

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Landscape Architecture

Mathematics

Physical Science

Physics

Plant and Soil Sciences

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Sam Hutson  
Patrick Blinn  
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08/21/19  
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Union Proposal  
Bargaining Unit 11  
Date August 21, 2019

Proposal No: 2

The Union proposes the following rollover language:

**11.49.11 Transportation Engineering Technician Differential**

T/A 4:11pm (Unit 11)  
08/21/2019

*Brad Wilbur*  
*Ann Hutson*  
*Paul Blinn*  
*Alvin*  
*Albert*  
*Gene J. De*

A. The following differential shall be paid to Transportation Engineering Technicians (TET) in Caltrans who qualify under the criteria stated herein.

1.(a) TETs having sixty (60) months of TET tenure and are at the top of TET, Range C level shall receive a monthly salary differential of four hundred twenty-four dollars (\$424).

1.(b) TETs having completed fifteen (15) semester or equivalent college units from an accredited college or university, as approved by Caltrans, that exceed the two (2) years of education of a curriculum beyond the twelfth (12th) grade required to meet the TET Minimum Qualifications and who have twelve (12) months tenure at the TET, Range C level,

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shall receive a monthly salary differential of four hundred twenty-four dollars (\$424). The fifteen (15) additional semester or equivalent units must be in a science, mathematics, or engineering curriculum with primary emphasis in the areas of study referenced in subsection I and be relevant to the work being performed by the employee.

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1.(c) TETs who hold a four (4) year college degree in a Caltrans approved field of study as described in paragraph 1 (b) above and have twelve (12) months tenure at the TET, Range C level, shall receive a monthly salary differential of six hundred thirty-six dollars (\$636).

Caltrans (VN) 4:05 pm  
08/21/19

2. TETs assigned to a CalTrans Construction assignment will receive a two hundred forty-one dollars (\$241) per month differential provided (a) they have served for twenty-four (24) consecutive months in a Construction field assignment after having reached the top step of TET, Range C and have completed the Construction Academy bootcamp per

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subsection J and (b) they have completed any required classes, or they have obtained any required certifications in CalTrans' prescribed test methods necessary to perform their job duties.

*(BW) TC 08/21/19  
Caltrans' (VN) 4:06 pm  
(BW)*

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

*(VN) (BW)  
4:06 pm  
08/21/19  
bootcamp*

*08/21/19  
bootcamp (VN) 4:07 pm  
(DOB)*

*TA 08/21/19  
4:11 pm*

*VN  
LP  
Ch  
MP  
EP*

*T.C.  
(VN) (BW)  
4:08 pm  
08/21/19*

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

B. Counting base pay and Differentials 1 and 2, no TET

may earn more than the top step of the salary of the Transportation Engineer (Civil), Range C. The SCO will calculate the amounts of the differentials and automatically limit amounts paid pursuant to this section.

TC VN BW  
08/21/19  
4:08 pm

BW  
VN  
AN  
AM  
NB

C. Differentials 1(a), 1(b), and 1(c) are "permanent" in that they shall apply to qualifying TET, Range C employees unless the differential is removed by adverse action. Regarding Differentials 1(a), 1(b), and 1(c), employees may receive only one (1) of these three (3) differentials at any time.

D. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is "permanent" so long as the qualifying TET, Range C remains assigned in a qualifying Caltrans Construction assignment, unless the differential is removed by adverse action.

TC VN BW  
4:08 pm  
08/21/19

Payment of Differential 2 ceases when the employee leaves the Caltrans Construction assignment.

TC VN BW  
4:09 pm  
08/21/19

E. A TET Range C who previously received Differential 2 and lost it due to leaving the qualifying Caltrans Construction assignment will have the differential restored upon returning to a

TC VN BW  
4:09 pm  
08/21/19

TA 08/21/19  
4:11 pm  
VN  
18  
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MP  
EPP

T.C.  
Bw VN  
4:10pm  
08/21/19  
Caltrans

CalTrans Construction assignment provided that the employee satisfies the differential's qualifications. Such employee returning to a CalTrans Construction assignment will not, therefore, have to satisfy the twenty-four (24) month continuous tenure requirement of A2 again.

T.C.  
Bw VN  
4:10pm  
08/21/19  
Caltrans

Bw  
m  
Bz  
Az  
AM.  
NG

- F. Qualifying TETs may receive both Differential 1 (a, or b, or c) and Differential 2 simultaneously, subject to the limitations of item B above.
- G. Both Differential 1 (a through c) and Differential 2 will count as salary for purposes of retirement, overtime, and benefit payment calculations.
- H. Differentials will be paid to qualifying employees retroactive to the pay period when they meet the qualifications.

TV 08/21/19  
4:11pm

I. Approved courses of study for Differential A:

- Chemistry
- Computer Science
- Constructing Management
- Engineering

VN  
18  
ch  
MP  
EPP

Engineering Science

Engineering Technology

Geological Science

Geology

Geoscience

Landscape Architecture

Mathematics

Physical Science

Physics

J. Construction Academy ("Bootcamp")

Handwritten notes: Bow, ar, B23, 12, AM, NGT

Module

Hours

1) Organization

2.50

a) Contracts & Plans

1.00

b) How Caltrans builds projects

0.50

c) Construction roles & responsibilities

1.00

2) Reporting Contractor's Activities

1.50

a) Importance of Complete & accurate diary

0.50

Handwritten notes: TA 08/21/19, 4:11pm

Handwritten notes: T.C., VN, B23, 4:11pm, 08/21/19

Handwritten notes: VN, 18, ch, MP, 270

b) Correct method for thorough documentation 1.00

3) Materials 1.50

a) Resources & References 0.50

b) METS & RE responsibilities 0.50

c) Documentation 0.50

4) Progress Pay 10.00

a) Contract pay items 6.00

b) Materials on hand 1.50

c) Progress Pay 1.00

d) Extra work bills 1.50

5) Administration Issues 1.50

a) Communication Equipment 0.50

b) Time log & other equipment reports 0.25

c) Vehicle usage 0.75

6) Human Relations 3.00

Bow  
a  
BB  
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NG

TA 08/21/19  
4:11pm  
VN  
18  
Ch  
MP  
ETP

Brad Wilks  
~~amptus~~  
 Brian Blum  
 Anne Coz  
 Alberto M...  
 Wang J...

- a) Relationship with contractor 1.50
- b) Public & Media 0.50
- c) Outside agencies 0.50
- d) Ethics 0.25
- e) Workplace violence 0.25

- 7) Environmental 3.00
  - a) Water pollution 1.50
  - b) Environmental issues & procedures 0.75
  - c) Archeological sites 0.75

- 8) Safety 3.00
  - a) Roles & responsibilities 1.00
  - b) Personal safety 0.50
  - c) Project safety 0.50
  - d) Public safety 0.25
  - e) Incident reporting 0.75

Total Construction Academy Hours 26.00

TA 08/21/19  
 4:11 pm

UN

CR  
 Name Folito







Union Proposal  
Bargaining Unit 11  
Date August 7, 2019

Proposal No: 2

**The Union proposes the following language:**

**11.50.11 Phlebotomy Differential (Unit 11)**

Unit 11 employees who are in the classifications of Laboratory Assistant, Laboratory Assistant, Correctional Facility or Senior Laboratory Assistant, Senior Laboratory Assistant, Correctional Facility who are ~~certified as Laboratory Technicians I or II~~ Certified Phlebotomy Technician I or II, and whose Individual Duty Statement requires that they draw blood shall receive a differential of \$125 a month to be administered ~~in accordance with the Stipulated Grievance Settlement Agreement, DPA No. 04-11-0007, between SEIU Local 1000 and the State of California, Department of Corrections and Rehabilitation.~~

*Brad Will*  
*Amy Hutson*  
*Amy*  
*Allyson*  
*Pauline*  
*Jan*

TA 11:59 AM  
08/07/19  
*[Signature]*  
*[Signature]*  
*[Signature]*

08/16/19  
1:16pm



Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

**The Union proposes the following rollover language:**

**11.51.11 Special Duty Pay (Unit 11)**

- A. Effective the first day of the pay period following ratification, employees in the Structural Steel Inspector (Non-Destructive Testing) (class code 3389) and Lead Structural Steel Inspector (class code 3380) classifications shall receive ten dollars (\$10) per hour while engaged in the activity requiring the fall protection harness.
- B. Employees shall earn, at a minimum, one (1) hour of special duty pay while engaged in an activity requiring the fall protection harness. After the first hour, special duty pay shall be earned in fifteen (15) minute intervals.
- C. This special duty pay shall not be used to compute the level of compensation upon retirement.

T/A  
08/16/19

T/A 08/16/19  
2:14pm

Brad Wilber  
*[Signature]*  
 Patrick Jones  
*[Signature]*  
 Albert Marshall  
*[Signature]*  
 Mark F. D.

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*



Union Proposal  
Bargaining Unit 4  
Date 7/30/19  
@ 10:23

Proposal No: 1

The Union proposes the following rollover language:

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

Caltrans only: Toll Collectors' Night Shift Differential

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

B04  
Handwritten signatures:  
Mina...  
JE Alway  
Dada...  
Jury...  
L...  
Z...

TA 7/30/19  
@ 10:23  
Handwritten signatures:  
R... 7/30/19 @ 10:23  
A. Baldwin Swails



Union Proposal

Bargaining Unit 14

Date July 30, 2019  
@ 2:50 P.M.

Proposal No: 1

**The Union proposes the following rollover language:**

**11.51.14 Satellite Work Location Pay Differential (Unit 14)**

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

1. The incumbent is permanently assigned to a satellite work location or works independently in a one (1) person shop, and his/her immediate supervisor does not provide technical guidance and support, and;
2. The incumbent is the individual who is assigned to maintain the effective and efficient operation of the work location, and;
3. The operation of the work location routinely entails customer contact and

TA SEIU Local 1000

*RV*  
*[Signature]*  
*RJ*

TA - 7/30/19  
@ 2:50 PM  
*Stacy...*  
*Calvin...*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

frequent accommodation of unexpected changes in work priorities or workload increases, and;

4. The incumbents cannot refer to or consult with the immediate supervisor or other knowledgeable staff regarding day-to-day decisions regarding the operations of the work location on a timely and effective basis; and
5. Other staff at the location are not knowledgeable about the incumbent's assigned duties and responsibilities sufficient to contribute to the effective and efficient completion of the incumbent's assignment.

TA SEIU Local 1000

Robert Vega

Edward Lopez  
Russell Johnson

TA 7/30/19  
@ 2:50

Stacy Blivanch  
Alan Lohr  
Lester  
Bryan  
Baldwin  
Cecilia E. G. ~~\_\_\_\_\_~~



Union Proposal

Bargaining Unit 14

Date 7/30/19  
@ 2:50

Proposal No: 1

**The Union proposes the following rollover language:**

**11.52.14 M1000 Skill Pay Differential (Unit 14)**

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

1. The rate of pay with differential shall be used to compute overtime compensation.
2. The rate of pay with differential shall be used to compute shift differential pay.
3. The rate of pay with differential shall be used to compute the level of compensation upon retirement.

TA SEIU Local 1000

*Robert Jega*  
*Edward Jega*  
*Russell Jega*

TA 7/30/19  
@ 2:50

*Harold Wunch*  
*Alan Baker*  
*Abraham Davis*  
*Walt*  
*Christina E. [unclear]*



*pass @ 10:41 am*

Union Proposal

Bargaining Unit 14

Date 8-21-19

Proposal No: 2

The Union proposes the following rollover language:

**11.53.14 HP 10000 Skill Pay Differential (Unit 14)**

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

1. The rate of pay with differential shall be used to compute overtime compensation.
2. The rate of pay with differential shall be used to compute shift differential pay.

TA SEIU Local 1000

*Robert Jega*

*Russell Johnson*

*TA 8/21/19 @ 10:46*

*Stacy Sullivan*

*Brian Johnson*

*Cecilia Ford*

*Kelly DeBos*



Union Proposal

Bargaining Unit 14

Date 7/30/19  
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

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

A. The State and SEIU Local 1000 agree that incumbents in the SOPO II classification who are permanently assigned to operate envelope specialty presses more than fifty percent (50%) of their work time will receive a pay differential of two hundred fifty dollars (\$250) per month prorated according to time base.

B. The parties agree that it is their intent that persons receiving the SOPO II pay differential shall not experience a loss in compensation upon movement to another class in State service.

When determining the rate of pay for an employee that is receiving compensation under this pay differential, the employee shall move from their combined rate (base salary plus pay differential) not to exceed the maximum of the class, when computing the appointment rate upon movement to another classification.

TA SEIU Local 1000

*Robert Vega*  
*Edward Lopez*  
*Russell Johnson*

TA  
7/30/19  
@ 2:50  
*Stacy Blum*  
*Colin Silva*  
*Abraham Smith*  
*Abel*  
*Benjamin*  
*Cecilia E. Fernandez*





TA 9:35 PM 8/28/19  
Union Proposal

Bargaining Unit 17

Date \_\_\_\_\_

Proposal No: 2

The Union proposes the following rollover language:

**11.56.17 Registered Nurse Lead Differential (Unit 17)**

A. Effective July 1, 1999, Registered Nurses (Range B or D), Registered Nurses (Correctional Facility) (Range B or D), and Registered Nurses (Forensic Facility) (Range B or D), designated "shift leads" and whose primary, regularly assigned duties by the State are to direct the work of other nursing employees on a shift for a qualifying pay period shall receive a differential of one hundred fifty dollars (\$150) per month.

B. This lead differential shall not be considered as compensation for purposes of retirement contributions.

C. The State shall not rotate nurses in and out of lead assignments nor arbitrarily reassign nurses receiving this differential to avoid paying this differential.

TA @

UNION

*WJW*  
*Tony Zuehl*

*Dia Steadman*  
*Namessa Seastary*

*B. M. Williams*  
*K. Cant*

*State*  
*Delele*  
*W. C.*

*as of*  
*8/8*

*Kristen Ludwig*  
*627 PM*  
*8/28/19*



TA 936PM  
Union Proposal 8/28/17  
Bargaining Unit 17

Date \_\_\_\_\_

Proposal No: 2

TA

**The Union proposes the following rollover language:**

**11.57.17 Educational Differential (Unit 17)**

A. Registered Nurses (Range B or D), Registered Nurses (Forensic Facility) (Range B or D), Registered Nurse (Correctional Facility) (Range B or D), Surgical Nurses I and II, and Health Services Specialists who successfully complete the equivalent of fifteen (15) qualifying semester units of collegiate level job-related courses in a college or university of recognized standing shall be given an educational differential of fifty dollars (\$50) per month. Only courses on the lists established by each department for implementing this provision will qualify toward this differential.

B. Upon request of the employee, each department employing RN's (Range B or D), RN's (Forensic Facility) (Range B or D), RN's (Correctional Facility) (Range B or D), Surgical Nurses I and II, and Health Services Specialists shall make available to all

UNION  
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Tony J...  
Dai St...  
Nanessa S...  
B. M...  
& Co...  
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L...  
8/28/17

current and new Unit 17 employees a copy of the lists of those courses which qualify for this differential.

UNION

*W. J. [unclear]*  
*Tony [unclear]*  
*D. [unclear]*  
*M. [unclear]*  
*[unclear]*  
*[unclear]*

- C. Only courses completed within the previous ten (10) years shall qualify towards educational differential.
- D. The education differential shall not be considered as "compensation" for purposes of retirement contributions.
- E. The State may add courses to the qualifying list at its discretion.
- F. See Appendix 1.17 for Departmental Application procedures and for approved courses. Within 120 days from ratification and upon the Union's request, each department shall meet with the union to review and discuss their applicable section(s) for required updates.

*State*  
*[unclear]*  
*[unclear]*  
*[unclear]*  
*[unclear]*





TA 9:36pm  
8/28/19

Union Proposal  
Bargaining Unit 17

Date \_\_\_\_\_

Proposal No: 1

TA

The Union proposes the following rollover language:

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

Health Facility Evaluator Nurses (HFEN) that report to work in Los Angeles County for eighty (80) hours or ten (10) days within a qualifying pay period will receive a one hundred sixty seven dollars (\$167) travel incentive per qualifying pay period. Less than full time employees shall receive the incentive on a prorated basis. This incentive shall not qualify for retirement purposes.

UNION

*[Handwritten signature]*

*[Handwritten signatures: Du Ste den, Tony Jack, Vanessa]*

*[Handwritten signatures: Mark, K. Cant]*

*[Handwritten signatures: Skete, Huber]*

*[Handwritten signatures: Amy, A26, S]*

*[Handwritten signature: Kristine Rodriguez 6:29pm 8/28/19]*



Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

TA  
SEIU 1000  
@ 1107P  
8/17/19

The Union proposes the following rollover language:

**11.60.20 LVN Recruitment and Retention (Unit 20)**

A. Unit 20 LVNs not currently receiving a recruitment and retention differential, with exception of those Licensed Vocational Nurses who are affected by the Plata Equity Agreement reached with SEIU Local 1000, December 20, 2007 and those LVN classifications who are under the receiver's authority shall receive a recruitment and retention bonus of at least two hundred dollars (\$200) per month payable thirty (30) days following the ratification of this Agreement.

B. Part-time and intermittent employees shall receive a pro rata share of the recruitment and retention differential based on the total number of hours worked excluding overtime.

C. This differential shall be considered compensation for retirement purposes for employees identified in A above.

*[Handwritten signatures and notes on the left side of the page, including names like Karen Franklin, W for, and others.]*

*[Small handwritten mark or signature.]*

It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such differentials, and the amount of such payments rests solely with the State and that such decision is not grievable or arbitrable.

*Alana*  
*Karen Frankli*  
*Wf*  
*Patricia J. Depner*  
*Steph Charle*  
*M J K*

State  
*Janet M*  
*Debbie*  
*anette K*  
*J*  
*J J*



TA 940pm 8/28/15  
Union Proposal

Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 2

TA

The Union proposes the following rollover language:

**11.61.20 Split Shift Differential (Unit 20)**

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

UNION

*Michelle  
Karon Frankli*

A. A "regularly scheduled split shift" are those regularly assigned work hours established by the Department of Education.

*W. J. ...  
Stephanie ...*

B. Employees shall be eligible to receive the split shift pay differential for each pay period they have worked the split shift for more than five (5) days.

State

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

*Handwritten signature*

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*Handwritten signature*

*Kristen ...  
8/28/15  
6:30pm*





Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following language:

**11.62.20 Dental Assistant Registration Differential (Unit 20)**

- A. All Dental Assistants classifications, except CDCR Dental Assistant classifications, who have obtained their Registered Dental Assistant (RDA) certification from the State Department of Consumer Affairs (DCA) shall receive an additional one hundred dollars (\$100) per month upon submitting a copy of the certification to the department head or designee.
- B. All Dental Assistants classifications, except CDCR Dental Assistant classifications, who have obtained Coronal Polishing Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.
- C. All CDCR Dental Assistant classifications who have obtained Coronal Polishing Certification

TA  
SEIU 1000  
@ 1104  
8/17/19

*[Handwritten signatures: Karen Franklin, Patricia J. Demer, Charles, M. D. K...]*

state  
*[Handwritten signatures: J. H. H., Annette Kam, and others]*

from the Department of Consumer Affairs and who have submitted a copy of their certification to the department head or designee shall receive an additional twenty-five dollars (\$25) for any month they are directed by a licensed dentist to perform coronal polishing on a patient.

Handwritten notes: JAL, K7, Wf, Papp, &

D. All Dental Assistants classifications, except CDCR Dental Assistant classifications, who have obtained Ultra-~~S~~<sup>S</sup>onic Scaling Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.

E. All CDCR Dental Assistant classifications who have obtained Ultrasonic Scaling eCertification from the Department of Consumer Affairs and who have submitted a copy of the certification to the department head or designee shall receive an additional twenty-five dollars (\$25) for any month they are directed by a licensed dentist to perform ultrasonic scaling on a patient.

Handwritten notes: State, followed by several large, illegible signatures.

F. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

*Aloume*  
*Karan Frankh*  
*Wjr*  
*Patricia Depner*  
*Shank*

state  
*Hildebrand*  
*annett kan*  
*asf*  
*S*  
*John*  
*John*



Union Proposal

Bargaining Unit 20

Date 8/17/19

Proposal No: 1

The Union proposes the following rollover language:

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

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

TA  
SEIU 1000  
@ 1105  
8/17/19

*[Handwritten signatures: Karen Frankli, WJ, Patricia Heyman, Steve Charles, and another signature]*

State

*[Handwritten signatures: State representative, Annette K...]*



T/A 8/9/19 3:11 PM

Union Proposal  
Bargaining Unit 21

Date \_\_\_\_\_

Proposal No: 1

**The Union proposes the following rollover language:**

**11.64.21 Professional Development (Unit 21)**

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

T/A  
Myrl Cad  
[Signature]

A. The State shall provide to all employees, two (2) days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

State  
Garry B...  
Key DuRoss  
Ann...  
Mike...

B. To encourage employees to enhance their education expertise, Unit 21 employees shall be granted a professional development incentive of three hundred

dollars (\$300). Employees are entitled to receive this incentive only once, and shall be subject to the following criteria:

1. Employees must have completed at least six (6) hours of education study and/or research in order to enhance their professional capabilities.
2. Eligibility must be verified and approved by the employee's departmental ERO/LRO. Verification will be submitted on a form provided by the State.

*7/15*  
*Myel C...*  
*[Signature]*  
*[Signature]*

State  
*[Signature]*  
*Katy DeRoss*  
*Annette K...*  
*Mad D...*



4:05 PM T/A

Union Proposal  
Bargaining Unit 21  
Date 7/30/19

Proposal No: 1

7/30/19

The Union proposes the following rollover language:

**11.65.21 Arduous Pay Differential (Unit 21)**

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWG E when there is no other way to recognize the performance of additional duties and responsibility which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property.)

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

1. Nonnegotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an

*Myel Loh*  
*[Signature]*  
*[Signature]*


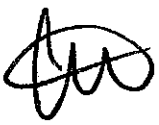
State  
*Maxim Jong-Hui*  
*Annette Kerk*  
*Kelly DeRoss*

*Gary Buzhgal*

extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

2. Work Exceeds Normal Work Hours and Normal Productivity

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

Me  
  


State  
Manungong Hui  
Anita Keri  
KD  
Guy Barlow



demand for and achievement of greater productivity or result.

3. Work is Unavoidable

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

4. Work involves Extremely Heavy Workload

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

5. No Other Compensation

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

Department decisions not to submit arduous

Mc  
~~John~~  
Chris

State  
Marianyong Hui  
Anselito Kahn  
Key Duboss  
Garry Bingham

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

*April Cohen*

*[Signature]*

*Chris Humphreys*

State  
*Marianne Hui*

*Annette*

*Kelly DeBos*

*Guy Bonfiglioli*



9:28pm  
DA 8/28/19

6:25pm  
8/28/19

Union Proposal  
Bargaining Unit 4

Date \_\_\_\_\_

Kristine Rodriguez  
Proposak No. 1

Beel  
Kerri J...  
Mandi...  
J. E. ...  
[Signature]  
Tyrda Lesree  
Lany Gray  
[Signature]  
Shayla...

The Union proposes the following language:

11.66.4 Department of Motor Vehicles (DMV) Call Center

Differential (Unit 4)

Effective the first pay period upon ratification, in recognition of the increased complexity, level of skill/knowledge required, changes in the technology, laws, and program requirements, the State agrees to the pay a one hundred fifty dollar (~~\$100~~150) differential per pay period to the following DMV employees who perform at least fifty percent (50%) of their normal work duties in a call center.

[Signature]  
Lisa ...  
[Signature]  
Kelly ...  
[Signature]

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

Motor Vehicle Representative

Senior Motor Vehicle Technician

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

KR

SM  
JY  
BW  
KO  
PR

Karen Jeffis  
Mandi Robinson  
JEGleaves

~~\_\_\_\_\_~~  
Kenda Leece  
Troy Gray  
Zett  
Sherry Allen



Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

TA  
SEIU 1000  
1439  
8/5/2019

**The Union proposes the following rollover language:**

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

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

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

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Union Proposal  
Bargaining Unit 4

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following language:

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**11.68.4 Health Benefit Exchange Call Center Differential**

(Unit 4)

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Effective the first pay period upon ratification May 1, 2013, the

State agrees to pay a one hundred fifty dollar (\$100150) per

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month pay differential to Program Technician employees of

the Health Benefit Exchange who perform at least fifty percent

(50%) of their normal duties responding to inquiries from the

public and/or customer client contacts from an automated call

distribution system in the call center. This differential is in

recognition of the increased complexities and level of

skills/knowledge required due to the implementation of this

new call center. Less than full-time employees assigned to the

above duties shall receive the differential on a pro rata basis,

according to their reduced time base.

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Union Proposal

Master Table

Date \_\_\_\_\_

*Kristine Rodriguez*  
Proposal No: 1

*Lucia Gonzalez*

The Union proposes the following language:

**11.X NEW Labor Code 1182.12 Impact/Rollup**

Effective the first day of the pay period following ratification, but no sooner than July 31, 2020, (beginning of August 2020 pay period), the following classifications and alternate ranges shall be provided the following Special Salary Adjustments (SSAs).

**Unit 4**

1323 Legislative Clerk, range A – 5.04%

1323 Legislative Clerk, range B – 5.03%

1379 Office Assistant (Typing), range A – 3.38%

1379 Office Assistant (Typing), range B – 3.37%

1181 Word Processing Technician, range A – 4.52%

1181 Word Processing Technician, range B – 4.53%

1733 Account Clerk II – 5.92%

1432 Support Services Assistant (General), range A – 5.04%

1432 Support Services Assistant (General), range B – 5.04%

1844 Service Assistant (DMV Operations) – 4.52%

6410 Benefit Program Specialist (CalPERS), range A – 4.52%

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*Brad Wille*  
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*Susan Daway*  
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*Chris*  
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**Unit 15**

- 1984 Lead Security Guard – 1.02%
- 2006 Custodian (Correctional Facility) – 5.04%
- 2005 Lead Custodian (Correctional Facility)  
3.04%
- 2011 Custodian, range A – 5.04%
- 2011 Custodian, range F – 5.04%
- 2003 Lead Custodian – 3.04%
- 1956 Armory Custodian I – 3.04%
- 2043 Housekeeper, range A – 5.07%
- 2043 Housekeeper, range F – 5.07%
- 2193 Food Service Technician II, range A –  
7.51%
- 2193 Food Service Technician II, range F –  
7.51%
- 2194 Food Service Technician I, range A –  
5.14%
- 2194 Food Service Technician I, range F –  
5.14%
- 2198 Food Service Worker I (Safety) range A –  
5.14%
- 2198 Food Service Worker I (Safety) range F –  
5.14%
- 2199 Food Service Worker II/SF (Safety) range  
A – 7.51%
- 2199 Food Service Worker II/SF (Safety) range  
F – 7.51%

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Union Proposal

Master Table

Date 8/23/19

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Proposal No: 1

The Union proposes the following language:

**11.XX Recruitment and Retention Pay Differential – Personnel Specialist Series, Pay Differential #211**

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

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

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Union Proposal

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Proposal No: 3

The Union proposes the following language:

11.XXXX Geographic Pay Differential

Effective the first day of the pay period following ratification, but no sooner than July 1, 2020, SEIU Local 1000 represented employees, whose worksite is located in Orange, Santa Barbara, Santa Cruz, or San Luis Obispo counties, shall receive a differential of \$250 per month. This differential shall not be considered as compensation for purposes of retirement contributions.

Employees on IDL shall continue this differential.

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

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Union Proposal  
Bargaining Unit 1  
Date 8/7/2019

Proposal No: 2

The Union proposes the following language:

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TA SEIU Local 1000

11.39.4 11.XX.1 Hearing Reporters – California Public Utilities Commission (PUC) (Unit 4) (Unit 1)

Effective January 1, 2002, Hearing Reporters, in addition to their base salary, will receive three dollars and twenty-five cents (\$3.25) for each "daily" or "expedited" page which is reported and/or proofread by that reporter as required.

Hearing Reporters, in addition to their base salary, will receive one dollar and forty cents (\$1.40) per page for each "daily" or "expedited" page which is scoped and/or proofread by that hearing reporter as required which may include completing final transcript and electronic (or otherwise) delivery thereof. A qualified Hearing Reporter, in addition to their base salary, will receive one dollar (\$1.00) per page for setting up and reporting a "realtime" hearing. If more than one (1) reporter works on a hearing, their collective page total shall not exceed the total pages for that hearing.

A "daily transcript" is a transcript of a hearing of which the

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*[Handwritten signature: Russell Gray]*

TA SEIU Local 1000

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

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

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

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*[Handwritten signatures: Jean D. Coy, Harry [unclear], [unclear], [unclear], [unclear], [unclear], [unclear]]*

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Union Proposal  
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Proposal No: 3

The Union proposes the following rollover language:

**12.1 Business and Travel Expenses**

Effective the first day of the pay period following ratification, the State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (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 conference/registration fees because of time constraints or other considerations may be reimbursed provided an alternate meal was purchased, in accordance with the rates established in section (A)(1) of this Article. 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

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*Helen Jeffis*  
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*Sue Hancock*  
*Haytham*  
*Mark Bond*

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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.

A. Meals/Incidentals: Meal expenses for breakfast, lunch, and dinner will be reimbursed in the amount of actual expenses up to the agreed upon maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. CalHR must comply with current IRS definition of "incidentals". The IRS definition of "incidentals" includes fees and tips for porters, baggage carriers, and hotel staff. It does not include expenses for laundry, cleaning and pressing of clothing, taxicab fares, lodging taxes or the cost of telegrams or telephone calls.

1. Rates – Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame

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requirements outlined below:

Breakfast up to \$7.00

Lunch up to \$11.00

Dinner up to \$23.00

Incidentals up to \$5.00

Total up to \$46.00 (Every full 24 hours of travel)

2. Time Frames - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

a. On the first day of travel on a trip of more than twenty-four (24) hours:

Trip begins at or before 6 a.m. breakfast may be claimed

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Trip begins at or before 11 a.m. lunch may be claimed

Trip begins at or before 5 p.m. dinner may be claimed

- b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 a.m. breakfast may be claimed

Trip ends at or after 2 p.m. lunch may be claimed

Trip ends at or after 7 p.m. dinner may be claimed

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

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

- c. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual

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expenses up to the maximum as follows:

Travel begins at or before 6 a.m. and ends at or after 9 a.m. breakfast may be claimed

Travel begins at or before 4 p.m. and ends at or after 7 p.m. dinner may be claimed

If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than twenty-four (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. Statewide, in all locations not listed in c. below, for receipted lodging while on travel status to conduct State business:  
With a lodging receipt: Actual lodging up to \$90 plus applicable taxes and mandatory fees.

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

| County   | Lodging Rate |
|--|--------------|
| All counties except those listed below   | \$90         |
| Sacramento, Napa, Riverside  | \$95         |
| Marin  | \$110        |
| Los Angeles, Orange, Ventura & Edwards AFB, excluding the city of Santa Monica | \$120        |
| San Diego, Monterey County   | \$125        |
| Alameda, San Mateo, Santa Clara  | \$140        |
| City of Santa Monica   | \$150        |
| San Francisco  | \$250        |

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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 fifty (50) miles of his/her home or headquarters.

C. Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor. The supervisor must determine prior to the beginning of the assignment if the time away from the home or headquarters area will be more than thirty (30) days, but less than one year, Long Term

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Assignments lasting longer than one 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:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or
- The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

The employee on full long-term travel who is living at the long-term location may claim either:

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and

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electricity, up to a maximum of \$1,130 per calendar month while on the long-term assignment, and actual expenses up to \$10 for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to \$5 for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or

- Long-term subsistence rates of \$24 for actual meals and incidentals and \$24 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either \$24 for actual meals or \$24 for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term

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subsistence rates of up to \$12 for actual meals and incidentals and \$12 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either \$12 for actual meals or \$12 for receipted lodging for travel less than twelve (12) hours at the long-term location.

3. Employees, with supervisor's approval, who after completing the work shift remain at the job or LTA location past the Friday twelve (12) hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change CalHR policy regarding the per diem 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

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location on personal business:

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

D. Out-of-State Travel: For short-term out-of-state travel, state employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. 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, 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

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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.

Subsistence shall be paid in accordance with procedures prescribed by CalHR. 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, 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 necessity for travel, and the mode of travel to be reimbursed. Transportation will be accomplished and reimbursed 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

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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 his/her normal commute.

2. Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on state business shall be at the current FSMR rate per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628 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

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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 he/she normally leaves his/her home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

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G. Receipts: 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. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi,

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shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.

- 3. Telephone, fax, or other business charges necessary to state business of \$5 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.

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Union Proposal  
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The Union proposes the following rollover language:

**12.2 Moving and Relocation Expenses**

Whenever an employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in section 12.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

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Union Proposal

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The Union proposes the following rollover language:

**12.3 Parking Rates**

A. For the term of this Contract, the parties agree that the State may increase parking rates in existing owned, wholly leased or administered lots, in urban congested areas, no more than twenty dollars (\$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 owned or administered parking lots where employees do not currently pay parking fees. Rates at new lots owned, wholly leased or administered 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

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parking shall be compared to rates for covered parking. This Article does not apply to parking spaces leased in parking lots owned or administered by private vendors.

B. The State shall continue a system for employees where parking fees may be paid with pre-tax dollars.

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8/28/17 838



Union Proposal  
Master Table

Date \_\_\_\_\_

Proposal No: 3

The Union proposes the following language:

12.4 Commute Program

TA SEIU Local 1000

A. Effective the first pay period following ratification,

Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty-five one hundred dollars (\$65100) per month.

Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of sixty-five one hundred dollars (\$65100) per month. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

B. Effective the first pay period following ratification,

Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the

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8/28/17

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Hannah Rumb  
Alfred  
Mame Pardo

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8/28/2019 7:01 AM  
Nick  
Submitter

Wagner  
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Robert Vega  
Mylinda  
Keren Jeffs  
Brad Wilts  
Alisa Prump  
K. Carant  
Beolee Prew



implement procedures regarding the certification of expenses.

TA SEIU Local 1000

D. Bicycle Commuter Program

The Program is a taxable benefit administered by CalHR. This benefit is voluntarily provided by the State of California and encourages active state employees (employees) to consider bicycle commuting as a means of active transportation to and from their residences and places of employment. The Program supports the California Department of Transportation's "Toward an Active California State Bicycle and Pedestrian" plan to triple bicycling in the state between 2010 and 2020.

The Program allows the employer, the State of California, to provide a taxable benefit, of twenty dollars (\$20) per month, to eligible employees who use their bicycles as a primary means of commuting period. For the purposes of this Program, a bicyclist is any person riding a bicycle or tricycle, including Class I and II e-bikes, cargo bikes, recumbent bikes, bikes with trailers, handcycles, or other variation. Motorized scooters or mopeds are not considered bicycles.

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Union Proposal

Master Table

Date

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Proposal No: 1

The Union proposes the following rollover language:

State

12.5 Transportation Incentives

A. The State and Union 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.

B. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.

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Handwritten signatures and initials on the right side of the page, including 'Paul...', 'S...', 'M...', 'D...', 'M...', 'J...', 'M...', 'C...'.

Large handwritten signatures at the bottom right of the page, including 'Mary...', 'C...', 'M...'.

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Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

**The Union proposes the following rollover language:**

**12.6.17 Alternate Transportation (Unit 17)**

The State will determine the appropriate means of transportation when Unit 17 employees are required to travel in the performance of their job duties. The State shall authorize transportation that is different than what was determined to be appropriate, provided:

- A. The employee submits a written request to the department at least seventy-two (72) hours prior to the travel;
- B. The department approves the request;
- C. The employee waives any overtime credits that could result from the use of alternate transportation; and
- D. The employee will bear the difference of all expenses and time that may be incurred due to the use of alternate transportation.

*TA @ 1853  
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*[Signature]*

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Union Proposal

Master Table

Date \_\_\_\_\_

TA  
Proposal No: 1

8/19/19  
11:39 AM

The Union proposes the following rollover language:

**12.7 State Owned Housing**

The State will adopt the standards for habitability consistent with California Civil Code sections 1941 and 1941.1 and the Department of Consumer Affairs' Outline: Landlords' and Tenants' Responsibilities for Habitability and Repairs (Legal Guide LT-8). The appointing authority agrees to inspect the premises prior to employees moving into the premises. For employees currently in residence in State owned housing, the appointing authority will take steps to make necessary repairs and improvements within a reasonable time. The appointing authority reserves the discretion to prioritize the order of repairs to its housing.

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**A. Housing**

Annually, current rental rates for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

- 1. Where employees are currently paying rent,

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the State may raise such rates up to twenty-five percent (25%) each year.

2. During the term of this Contract, where no rent is being charged, the State may raise rents up to seventy-five dollars (\$75) per month, or when an employee vacates State owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the fair market value.
3. Employee rental of State owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.
4. Employees renting State owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State owned housing unit currently occupied by a State employee, it shall give the

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employee a minimum of thirty (30) days advance notice.

B. Utilities

Annually, current utility charges for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

C. Notwithstanding any of the above, the Department of Fish and Wildlife (DFW) will meet and confer with Union representatives prior to the implementation of rental increases. The Department will meet and

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confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.

D. The DFW is committed to improving the quality of State owned housing under its jurisdiction. To that end, the Department will seek funding authority for maintenance and improvement of Department-owned housing.

This subsection is not subject to the provisions of Article 6 of this Contract.

E. Possessory Interest Taxes – Department of Fish and Wildlife (Unit 11)

1. Reimbursement for Possessory Interest Taxes

The DFW will directly pay the possessory interest taxes for Unit 11 employees who occupy Department-owned housing for their payment of possessory interest taxes, where assessed. The employee shall follow Department procedures and submit any possessory interest tax bills to the Department as soon as they are received by the employee.

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2. Working Condition Fringe Benefit Exception

- a. This subsection E (2) shall apply to employees whose residency in State owned housing satisfies the criteria for the working condition fringe benefit exception found in tax laws.
- b. Possessory interest reimbursement provided by the DFW shall not be reported to the SCO as income subject to taxation and other withholdings when an employee completes required forms and submits them to the DFW by the date management specifies. The DFW shall not be responsible for erroneous reporting of reimbursements as income if the employee fails to utilize the required form and/or procedures developed by the Department for this purpose.
- c. The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration

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provisions of this Contract.

F. Where employees are currently residing in State owned housing as a condition of employment, rental rates will not be raised by the appointing authority until it has demonstrated to CalHR that necessary repairs and improvements have been made to satisfy the standards for habitability that are consistent with Civil Code section 1941 and 1941.1. On a case-by-case basis, the appointing authority shall determine the new Fair Market Value following the completion of repairs and improvements of each State owned housing property. With CalHR's approval, the appointing authority may raise employee rents up to twenty-five percent (25%) each year for such housing until the Fair Market Value has been realized.

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TA 9:19 pm 8/28/19

6:19 pm

Union Proposal

Master Table

Date \_\_\_\_\_

8/28/19  
*Kristie Rodriguez*  
Proposal No: 3

The Union proposes the following rollover language:

**12.8 Overtime Meal Benefits and Allowances - CDCR  
(Excludes Units 17 and 21)**

A. Overtime meal allowances will be granted when an employee is required to work at least two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance when required to work two (2) hours contiguous to such a work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. If the cafeteria is closed then reimbursements shall be made pursuant to D (2) below.

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*Ames*  
*Robertson*  
*Bill*  
*Brad Wilkin*  
*Helen*  
*Brooke Perino*

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*Susan*  
*Demetrius*  
*Jim*  
*Mame Polito*  
*Paul*  
*Devin*  
*Steve*  
*Richard*  
*John*  
*Key Address*  
*[Signature]*

B. Employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.

C. Employees who are on travel status, and are being reimbursed under the business and travel portion of this Contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.

D. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement. The employee may use the meal ticket as provided in 1 and 2 below:

1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a ninety (90) day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and

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complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2 below;

2. Employees requesting reimbursement under this option will receive eight dollars (\$8), regardless of the value assigned to the meal ticket by local management;

3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the eight dollars (\$8) reimbursement for overtime meal allowances earned.

E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this Article if there is no on-site employee facility which serves hot meals.

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Union Proposal  
Bargaining Unit 21

Date \_\_\_\_\_

*Kristine Rodriguez*  
Proposal No: 1

The Union proposes the following rollover language:

**12.8.21 Overtime Meals - Work Week Group 2 (Unit 21)**

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*Burgoyne*

When a Unit 21, WWG 2 employee is required to work overtime, the employee may be furnished with a meal or provided an overtime meal allowance of up to eight dollars (\$8). Receipts may be required. To be eligible for the meal or the allowance, the employee must be required to report to work at least two (2) hours prior to or be required to remain at least two (2) hours past their regularly scheduled work day. No more than three (3) overtime meal allowances may be claimed during any twenty-four (24) hour period.

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*Myle Carter*  
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9:22 pm 8/28/19  
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Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**12.9.1 Overtime Meal Allowance (Unit 1)**

Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

TA SEIU Local 1000

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Crystal McCreary  
Nelson Brown  
Harry Price  
Russell Gray  
Sean O. Cook

*[Handwritten signatures]*  
Keshae Rodriguez  
Susan Dwyer  
Sally  
Paul  
Patricia  
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Shane  
Dana Hodesty  
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Page 1 of 1



9:23pm TA 8/28/19  
10:23pm 8/28/19

Union Proposal  
Bargaining Unit 3

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**12.9.3 Overtime Meal Allowance (Unit 3)**

A. Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

B. No overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

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Union Proposal  
Bargaining Unit 4

Date \_\_\_\_\_

6:55pm

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*Kristine Rodriguez*

Proposal No: 1

*Jose Gonzalez*  
*Kelly DeBos*  
*Rodriguez*

The Union proposes the following rollover language:

**12.9.4 Overtime Meal Allowance (Unit 4)**

A. Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

B. No overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

*Kerem Jeffis*  
*Maria Gbanda*  
*Jerry Gray*  
*Arda Lopez*  
*JE Garcia*  
*Chris Allen*  
*2/4/19*



TA 9:31pm 8/28/19

Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

6:26pm  
8/28/19  
Kristine Rodriguez

Proposal No: 1

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The Union proposes the following rollover language:

**12.9.11 Overtime Meal Allowance (Unit 11)**

A. Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

B. No overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

*Brad Wilts*  
*Ann Hutson*  
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*Albert M...*  
*Patricia...*



TA 9:32 PM 8/28/19  
Union Proposal  
Bargaining Unit 14  
Date \_\_\_\_\_

6:27 PM 8/28/19  
Kristine Rodriguez  
Proposal No: 1

The Union proposes the following rollover language:

**12.9.14 Overtime Meal Allowance (Unit 14)**

- A. Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.
  
- B. No overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

TA SEIU Local 1000

Robert J. Fegan  
Edward S. ...  
Russell Johnson

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Steph Minnick  
Key DeBass  
Cecilia ...  
BFW



9:33 PM  
JA 8/28/19

Union Proposal  
Bargaining Unit 15

Date \_\_\_\_\_

6:28 PM  
8/28/19

*Kristine Rodriguez*  
Proposal No. 1

The Union proposes the following rollover language:

*SEIU 1000*  
*Muhammad*  
*Report to*

**12.9.15 Overtime Meal Allowance (Unit 15)**

A. Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

*Avery*  
*Wivander*  
*Phy*  
*Donna Hadesy*  
*JS*

*Yusef D. Bercast*





TA 9:30pm  
8/28/19  
Union Proposal  
Bargaining Unit 17

Date \_\_\_\_\_

Proposal No: 2

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**The Union proposes the following rollover language:**

**12.9.17 Overtime Meals (Unit 17)**

A. When a Unit 17 employee is required to work overtime, management will provide employees with a meal allowance, a meal ticket or a complete meal. Should management be unable to provide a complete meal, a meal allowance or ticket of eight dollars (\$8) will be provided.

B. To be eligible for the overtime meal allowance, or ticket, the employee must be required to report to work at least two (2) hours prior to or be required to remain at least two (2) hours past their regularly scheduled workday. No more than three (3) overtime meals, allowances, or tickets may be claimed during any twenty-four (24) hour period.

1. Employees who are provided an overtime meal ticket shall receive the ticket on the day it is earned. The date and time issued shall be recorded on the overtime meal ticket.

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[Handwritten signatures: Steve, Hubert...]

[Handwritten signature: Chris...]

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2. Employees who are provided an allowance/ticket may receive reimbursement for the receipt/ticket by attaching the receipt/ticket to a State Travel Expense Claim form. To receive reimbursement, receipt/tickets must be submitted within thirty (30) calendar days of the date the overtime meal was authorized.

C. Overtime Meal Allowances – CDCR

1. Overtime meals, allowances or tickets will be earned when an employee is required to work at least two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. If the employee is required to work for more extended periods of time, he/she shall earn an additional meal, allowance, or ticket for each additional six (6) hour period of assigned work. No more than three (3) overtime meals, allowances, or tickets will be claimed during any twenty-four (24) hour period.

2. Unit 17 employees who meet the above

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criteria shall be provided an overtime meal ticket (local form) on the day it is earned.

The date and time of issue will be recorded on the ticket. The monetary value of each ticket, meal, or allowance shall be eight dollars (\$8).

3. Employees who are on travel status, and are being reimbursed under the business and travel portion of this Contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provision of this section.

4. The employee may use the meal ticket as provided in a and b below:

a. The employee chooses to use the assigned meal ticket at the employee's snack bar or dining room, using it within ninety (90) days of the date recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. The value

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of the ticket at the facilities' snack bar or cafeteria shall be eight dollars (\$8) but may be higher after consultations between management and the local Unit 17 steward in order that the reimbursement is sufficient to purchase a complete hot meal. If the employee does not purchase a meal, he/she may follow the procedures as outlined in b below.

- b. Employees issued meal tickets may receive reimbursement for the meal ticket by attaching the ticket(s) to a State Travel Expense Claim form and submitting it for payment within ninety (90) days of the issue date. Employees requesting reimbursement under this option will receive eight dollars (\$8), regardless of the value assigned to the meal ticket by local management.

Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative

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methods, determined by the State, to receive the eight dollars (\$8) reimbursement for each overtime meal allowance earned.

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Vanessa  
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J. ...  
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TA 9:41 pm 8/28/19

Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

TA

The Union proposes the following rollover language:

**12.9.20 Overtime Meal Allowance (Unit 20)**

A. Eight dollars (\$8) will be reimbursed for an overtime meal. An overtime meal allowance of eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

B. Except for Unit 20, no overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

MJH  
Susan Hamer  
Karen Frankle  
WJ  
Patricia Hegner  
Shirley Hanks  
Stacie  
Della  
Amy  
OTB  
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Kristen  
Korinna  
6:31 pm  
8/28/19



Union Proposal

Master Table

Date 8/14/19  
1:35 pm

Proposal No: 1

(TA)

The Union proposes the following rollover language:

**12.10 Damaged or Destroyed Personal Property (Excludes Unit 17)**

In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.

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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

**12.10.17 Replacement of Damaged Personal Clothing and/or Articles (Unit 17)**

A. Unit 17 employees shall be reimbursed for personal clothing and/or articles which are damaged beyond repair during the course of an employee's workday. The State will not reimburse employees for damaged clothing and/or articles if the damage is caused by employee carelessness or negligence. Unit 17 employees shall exercise good judgment in the type and cost of personal clothing and articles worn while performing their duties. The State will provide reimbursement based on original receipts or current value. In both cases, depreciation will be considered in arriving at the reimbursement value of the clothing and/or articles.

B. This provision shall also apply to items of personal equipment specifically required by the State for the performance of the job.

TA @ 1854 Union

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agency, function performed, rank, or time in service.

2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.

3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

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4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.

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5. The uniform replacement allowance shall not be considered compensation for retirement purposes.

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B. Single Source Vendor

1. During the life of this Contract, departments may establish a single source vendor system to replace the current Uniform Replacement Allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed

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TA 9:33 PM  
8/28/19

Union Proposal  
Bargaining Unit 15

Date \_\_\_\_\_

11:28 PM  
8/28/19  
Kristine Rodriguez  
Proposal No: 1

**The Union proposes the following rollover language:**

**12.11.15 Uniform Replacement Allowance (Unit 15)**

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance of five hundred dollars (\$500) per year.

1. Uniform means outer garments, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.
2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to the section are State

SEIU 1000  
*[Handwritten signatures]*  
Lisa D. Borcast

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Mary  
Domena Hodesky

owned or leased property which will be maintained as the State deems necessary. Employees issued State provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear, or through no fault of the employee.

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3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

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4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.

5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

B. Single Source Vendor

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1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed

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classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

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C. Effective July 1, 2016 the State shall provide Unit 15 employees a safety footwear replacement allowance of one hundred dollars (\$100) per year, unless the employee is covered in section D of this Article.

For the purpose of this section, safety footwear is defined as oil and slip resistant footwear to be worn while carrying out the duties of the employee's position.

Eligible Unit 15 employees shall receive their annual safety footwear replacement allowance by September 1 of each fiscal year or no later than sixty (60) calendar days after passage of the annual State budget.



#### D. CDCR

The CDCR, shall provide Unit 15 employees working in the department's programs who are required to wear uniforms and accessories with an annual uniform allowance of five hundred dollars (\$500) per fiscal year. Employees in eligible classifications shall receive their annual uniform replacement allowance by September 1 of each fiscal year or no later than sixty (60) calendar days after the passage of the annual State budget.

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1. The uniform for Correctional Supervising Cook/Cook Specialist I/II (CF), Baker I/II, and Butcher II and Food Service Technician I and II shall consist of the following items:

- a. Shirt, tan, with department patch over the left breast pocket.
- b. Button down shirts will be tucked into pants.
- c. Trousers, dark brown.
- d. Shoes - must be brown/black, leather uppers only, plain toe conservatively

designed. No buckles and only moderate designs on or in leather. Leather must be of smooth texture. Heels not to exceed one and one-half (1½) inches in height. Soles must be slip and oil resistant. Military style shoes are acceptable. No cowboy boots or steel toed shoes or boots.

- e. Jumpsuit, long/short sleeve solid brown in accordance with department specifications.
- f. Tan smock with a one and three-quarter (1¾) inch CDCR patch over left breast pocket.

2. The following items are mandatory accessories:

- a. One and three-quarter (1¾) inch CDCR patch on solid brown or brown and tan cap, solid brown beanie, or boonie style hat with the department identification and classification (CSC, Cook Specialist I/II, Baker I/II, Butcher II and Food Service

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Technician I and II rocker).

- b. One and three-quarter (1¾) inch CDCR patch above the left breast pocket with the department identification
- c. Belt, brown/black
- d. One and three-quarter (1¾) inch CDCR patch on the left breast on a dark brown color uniform style jacket or coat.
- e. Key ring holder
- f. Whistle
- g. Name tag
- h. Flashlight – mini mag light type not to exceed six (6) inches

3. The following items are non-mandatory accessories:

- a. Alarm holder
- b. American flag patch
- c. Hash marks denoting years of service (on long sleeve shirt or jumpsuit only)

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d. Hairnets

e. CDCR shoulder patches

4. Within sixty (60) calendar days of appointment, new and eligible Unit 15 employees, based on their appointment date or time base shall receive a pro rata amount. All new food service staff will be paid on a prorated basis by month through June 30 of each year [e.g. A new employee whose start date is December 30, will be provided with fifty percent (50%) of the full amount of uniform replacement allowance]. The time an employee may have worked at another institution will count in determining an employee's eligibility for the uniform replacement allowance.

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#### E. DGS Uniforms

##### 1. Uniform Shirts

The State shall provide eleven (11) required uniform shirts to custodians.

##### 2. Uniform Pants

a. At worksites where uniform pants

are not required, DGS shall provide seven (7) uniform pants upon the custodian's request. If provided, the employee shall be required to wear the uniform pants.

*Muhammad  
Admin Co  
DGS  
Linda Baeast*

b. In worksites where uniform pants are required, DGS shall provide seven (7) uniform pants to custodians.

*KL  
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3. Uniform Jacket

The State shall provide one (1) required uniform outerwear jacket to custodians.

4. Uniform Replacement

In accordance with established procedures, where requested by a custodian, DGS shall replace or repair the required uniform if damaged in the line of duty through no fault of the employee.

5. Laundry Service

Laundry service shall be provided, however use of the laundry service will be at the custodian's option.



TA 9:41 pm 8/28/19  
Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

TA

The Union proposes the following rollover language:

**12.11.20 Uniform Replacement Allowance (Unit 20)**

UNION

WJ  
Susan  
Karan Frankh  
WJ  
Patricia J. Heyman  
Katie Charles

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed four hundred fifty dollars (\$450) per year. Claims for such reimbursement shall be paid in full to the employee within ninety (90) days of the submission of the receipt.

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Cory  
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8/28/19  
4:31 pm

1. Uniform means outer garments, including shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to

identify the person, agency, function performed, rank, or time in service.

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2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.

3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

UNION

*Handwritten signatures:*  
*[Signature]*  
*Rosa Plummer*  
*Karen Franklin*  
*[Signature]*  
*Patrick J. Heyman*  
*Steve Chubb*

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4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.

5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

B. Single Source Vendor

1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed



classification and in accordance with existing State laws, rules, and regulations.

2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

UNION

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Karen Franklin

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Union Proposal  
Bargaining Unit 11  
Date August 21, 2019

Proposal No: 3

**The Union proposes the following rollover language:**

**12.12.11 Safety Footwear – Caltrans & DWR (Unit 11)**

A. Unit 11 “field” employees assigned to “field positions” shall be responsible for purchasing safety footwear if required (and not provided) by Caltrans and the DWR. For the purposes of this section, “field employees” are defined as full-time Unit 11 employees assigned to work outside of an office for an average of twenty-five percent (25%) of the time during the twelve (12) month reimbursement period. “Field position” is defined as a position that encompasses work tasks that are performed outside of an office setting on more than an occasional basis. Typically, this includes on site tasks such as reviewing a contractor’s operation, inspecting field conditions or work performed by contractors, field surveying, landscape review, materials testing, construction layout and staking, and maintenance.

B. For the purposes of this section, safety footwear is

08/21/2019  
T/A  
4:34 PM

*Barb Weller*

*Ann Watson*

*Albert [unclear]*  
*Tom [unclear]*  
*Patricia [unclear]*

T/A 08/21/19  
4:34 PM  
*[Signature]*  
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defined as steel-toe boots/shoes, or a serviceable leather work shoe or boot that complies with the departments' written policy, if any, and which the department requires to be worn while carrying out the duties of the employee's position.

- C. The State shall reimburse full-time employees for the actual cost of safety footwear, not to exceed one hundred dollars (\$100) once every twelve (12) months. Reimbursement will be made upon attainment of eligibility as defined above.
- D. Receipts may be required to verify the actual cost of the safety footwear.
- E. Employees may elect to purchase and be reimbursed for safety footwear once every twelve (12) months for one hundred dollars (\$100) or once every twenty-four (24) months for two hundred dollars (\$200).

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4:34 pm

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Name 10/16  
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Union Proposal

Master Table

Date 8/14/19  
1:40pm

Proposal No: 1

The Union proposes the following rollover language:

**12.13 Tools, Business Equipment, Materials and Supplies  
(Excludes Units 17 and 21)**

- A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.
- B. Employees issued State provided items shall be held responsible for loss of and/or damage due to negligence.

*upward*  
*8.2*  
*D.W.M.*  
*Karen Jenkins*  
*Brad Wilkin*  
*Robert J.*  
*Mary Ann*  
  
*Shaune*  
*Brook Pen*

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*Paul*  
*SSM*  
*Heidi*

*JM*  
*Clara*  
*Denise*  
*Maude*  
*Stacy*  
  
*Paul*  
*Denise*  
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*5/2/2019 3:09 PM*  
*Stacy*



Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

**12.13.17 Tools, Business Equipment, Materials, and Supplies (Unit 17)**

TA @ 1854  
UNION

A. The State shall provide all business equipment, reference materials, materials, and supplies deemed necessary by the State. Business equipment, materials, and supplies provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided business equipment, materials, and supplies shall be held responsible for the loss and/or damage to those items other than that incurred as the result of normal use, wear, or through no fault of the employee.

*[Handwritten signatures: X. Chang, Vanessa, By Mark, Tony, Dai Steedman, M.K.]*

B. Unit 17 employees may request that specific business equipment, materials, and supplies be made available for their use in the job. It is the intent of the State to provide business equipment, materials, and supplies to enable the employees

STATE  
*[Handwritten signatures]*





Union Proposal

Bargaining Unit 21

Date 7/30/19

*Passed  
204 PM*

*4:17 PM T/A*

Proposal No: 1

The Union proposes the following rollover language:

**12.13.21 Tools, Business Equipment, Materials and Supplies (Unit 21)**

- A. The State shall determine what equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.
- B. Employees may request that specific business equipment, materials, and supplies be made available for their use in the job. It is the intent of the State to provide business equipment, materials, and supplies to enable the employees to perform assigned duties and responsibilities. Any denial of a request shall be provided in writing to the employee.
- C. Employees issued State provided items shall be held responsible for loss and/or damage due to negligence.

*4:12 pm T/A  
Miguel Colon*

*[Signature]*

*State  
Guy Buzhgeaf  
Manning Jorg  
Kathy DeBos  
Annette Kern*



Union Proposal

Master Table

Date 8/14/19

1:41 PM

Proposal No: 1

The Union proposes the following rollover language:

**12.14 Professional Dues (Excludes Units 17 and 21)**

In recognition of the professional nature of employees, each department, commission, board, or agency may reimburse an employee for up to fifty dollars (\$50) per year for membership dues in job related professional societies or associations of the employee's choice, or for a job related professional license fee. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

*YJW OKER*  
*809*  
*TRILL*  
*Karen Jeff*  
*Brad Willy*  
*Bob*  
*Ma*  
*Shawn*  
*Bruce Pen*

*(TA)* *State*  
*Tanish*  
*SSA* *Stacy*  
*Adelle*

*Michael* *Greg* *Lyana* *Paul*  
*Reg* *Greg* *Dustin Dawers*  
*John* *Diana* *W. Brown*  
*John* *Mark* *John*  
*May* *John*  
*Alida* *Greenwald* *John*





Union Proposal

Bargaining Unit 21

Date 7/30/19

4:20 pm T/A

Proposal No: 1

The Union proposes the following rollover language:

**12.14.21 Professional Development (Unit 21)**

*Passed  
2:07 PM*

A. In recognition of the professional nature of Unit 21 employees, each department, commission, board, or agency shall reimburse a Unit 21 employee for up to seventy-five dollars (\$75) per fiscal year for membership dues in job-related professional societies or associations.

*4:20 pm T/A*

*Miguel Cordova*

*[Signature]*

B. As Departmental technology becomes accessible, the State shall provide online access to professional journals or publications available through the State Library.

STATE

*Guy Burghgraff  
Maurice Jongs Hui  
Kuf Pulos  
Annita Lee*



Union Proposal

Master Table

Date 8/14/19

1:42 PM

Proposal No: 1

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The Union proposes the following rollover language:

12.15 Reimbursement of Fees (Excludes Unit 17)

The State agrees to pay the full renewal cost of professional and/or technical licenses, certificates, or credentials which are required as a condition of employment.

W. Walker  
809  
P. Hill  
K. Green  
B. Will  
A. Hill  
M. Hill  
A. Hill  
M. Hill  
M. Hill  
S. Hill

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Key dates  
May 1st  
Susan Dwyer  
Name Bilto

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Donna Hodesky

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5/2/2019 4:35 PM

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Union Proposal

Bargaining Unit 21

Date 7/30/18

Proposal No: 1

*Passal  
2:08*

The Union proposes the following rollover language:

**12.15.21 Reimbursement of Credential/License Fees (Unit 21)**

The State agrees to reimburse Unit 21 employees up to a maximum of two hundred dollars (\$200) per fiscal year for credential and/or license renewal fees for one job related credential and/or license where such credential and/or license is issued by a State agency.

*TAE  
4:12 PM*

State  
*Guy Burghoff  
Stronger Together  
Kelly DeLoss  
Annette Kern*

*7/30/19*

*Michael Colby*

*[Signature]*  
*Chris Humphreys*



*Passed*

Union Proposal  
Bargaining Unit 1

Date 7/15/19 2:30pm

Proposal No: 1

The Union proposes the following language:

**12.16.1 Aviation Safety Officer Consultants (Unit 1)**

The Department of Transportation (DOT) agrees to continue its practice of:

- A. Reimbursing Aviation Safety Officer Consultants the cost of their annual second-class flight physical examinations.
- B. Providing the biennial flight checks in DOT aircraft during or connected to regularly authorized operation of the aircraft for business purposes and utilizing DOT employees who are personally qualified and volunteer to conduct and certify the flight checks.

TA@11:54  
SEIU Local 1000

*James Zarr*  
*Lyndy Phillips*  
*Karen DeWald*  
*Walt*  
*Catalyn Alfo*  
*Crystal*  
*Joy*  
*Brendy*  
*Alfonso*

*John*  
*Shelia L. Byars*  
*Jean D. Cox*  
*Harry*  
*Mark*  
*Crystal*

*Crystal McCray*

*Stale*  
 TA 11:54 AM  
 7/25/19  
 7-25-19  
*Angeline Dexto*  
*Katy Dubois*  
*Susan Dawes*  
 7/15/2019 10:00 AM



Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1

TA SEIU Local 1000 The Union proposes the following rollover language:

**12.17.1 PERS Auditor Affiliation (Unit 1)**

The Office of Audit Services (CalPERS) will provide a maximum of five hundred dollars (\$500) reimbursement in any fiscal year, for each professional audit staff for fees, dues, and professional competency certification licensing costs associated with memberships in and affiliations with the following professional organizations.

If any other audit-related professional organizations are identified, management will reimburse based on consistency with the organizations listed below:

- The Institute of Internal Auditors (IIA)
- California Association of State Auditors (CASA)
- American Institute of Certified Public Accountants (AICPA)
- California Society of Certified Public Accountants
- Association of Government Accountants (AGA)

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Institute of Management Accountants (IMA)

Information Security Audit and Control Association (ISACA)

Information Security Systems Association (ISSA)

Association of Certified Fraud Examiners

Association of Women Accountants

The Association of Healthcare Internal Auditors, Inc.

TA SEIU Local 1000

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 James Zues  
 John C. Mason  
 Harry Price  
 Matt  
 Alei L. Byrum  
 Duane Bonner  
 Jean D. Cof  
 Caroly M. Allen  
 J. R. P. Miller  
 Robert Brown  
 Karen DeWalt  
 Greg  
 Neal  
 Brent J. Mott  
 Jay  
 Green  
 McGray  
 Russell  
 Matt

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Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**12.18.1 Professional License Fees (Unit 1)**

Employees in the classifications of Property Appraiser/Investigator (Office of Real Estate Appraisers) and Senior Property Appraiser/Investigator (Office of Real Estate Appraisers) shall be reimbursed in full upon certification of license renewal.

TA SEIU Local 1000

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 James Zang  
 Neal Galt  
 Harry Price  
 Matt  
 Sheli L. Byers  
 James W. [unclear]  
 Delora Bonner  
 Sean D. Coffey  
 Carolyn M. Hill  
 Jerry R. P. Hill  
 Karen DeBoer  
 [unclear]  
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 Joyce Wheelers  
 Patricia Mott

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 Ome Cray  
 Russell Johnson  
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TA  
 7-29-19  
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 [unclear]  
 Susan Durey  
 Key Boss  
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Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

TA @ 1855  
Union

The Union proposes the following rollover language:

**12.18.17 License Renewal Fees (Unit 17)**

- A. The State agrees to reimburse all permanent full-time employees who are required by law to maintain a license as a condition of State employment for the actual cost of license renewal fees during the term of this Contract.
- B. Permanent part-time employees who are half time or more and who are required by law to maintain a license as a condition of State employment shall be reimbursed for the actual cost of license renewal fees on a prorated basis during the term of this Contract.

*[Handwritten signatures]*  
 Dan Steedman  
 Tony Zuch  
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 [Signature]

STATE

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*[Handwritten signature]*





Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**12.18.20 License or Certificate Renewal Fees (Unit 20)**

The State agrees to reimburse all permanent full-time employees who are required by law to maintain a license or certificate, and utilize such license or certificate in the course of their job duties while employed by the State of California, for the actual cost of license or certificate renewal fees in effect on July 2 of the current fiscal year. Permanent part-time and permanent intermittent (PI) employees shall be reimbursed for fifty percent (50%) of the cost of such fees.

TH  
SEIU 1000  
7/29/19  
@ 1458  
Karen Franklin  
W for  
Patricia Heyman  
Maya Hades  
Thelma

State  
Hilda Harnu  
Janella Skut  
Annette Kam  
[Signature]



Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1

TA SEIU Local 1000

The Union proposes the following rollover language:

**12.19.1 Actuary Dues—Department of Insurance (DOI) (Unit**

**1)**

The DOI will reimburse department employees in the classes listed for membership dues in the American Academy of Actuaries, the Casualty Actuarial Society, the Society of Actuaries, or other actuarial associations approved by the Department. The amount of reimbursement is to be determined by the Department. If dues are reimbursed for less than full-time employees, the reimbursed amount shall be pro rated.

Classes:

Actuarial Statistician

Associate Casualty Actuary

Associate Life Actuary

Senior Actuarial Statistician

Senior Casualty Actuary

Senior Life Actuary

7-29-19  
2:16 PM  
STATE  
TA  
Susan Daves  
Kelly DeBos  
Karin  
Quinn

07/21/19  
2:10 pm



Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**12.20.11 Pest Control License (Unit 11)**

A. When a State agency determines that it is in the employer's best interest to require employees to acquire and maintain an Agricultural Pest Control License as defined in Food and Agriculture Code section 12201 et seq., the affected employees shall be so notified by their supervisors.

B. The employer will reimburse employees for filing, examination and renewal fees associated with acquisition of the license provided:

1. The employee is authorized in advance to take the exam or renew the certificate, and

T/A 4:26 pm

2. The employee successfully passes the required examination and is issued the license.

Brad Wilbur  
Ann Hutson  
Anthony Jones  
A. Am  
Albert Mungil  
Marta T. F.

T/A 4:26 pm  
07/21/19  
K. Jones  
Ann  
G. Mungil  
7/23/2019 11:10 AM  
gsp



Union Proposal  
Bargaining Unit 17  
Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

**12.21.17 Nurse Practitioner Furnishing Number Renewal Fees (Unit 17)**

If a department requires, in writing, that Nurse Practitioners write prescriptions, the State agrees to reimburse all permanent full-time Nurse Practitioners for the actual cost of the furnishing number renewal fees each year.

*Tx @1855  
Union  
K. Cant  
N. ...  
Dai Stechman  
Tony ...  
M. ...  
M. ...*

STATE  
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*[Handwritten signature]*



Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

TA  
SEIU 1000  
@ 1435  
8/15/2019  
Karen Frankli  
WJ  
Steph Charles  
M.L.L.

**The Union proposes the following rollover language:**

**12.22.20 State Special Schools Field Trip Expenses (Unit 20)**

The Department of Education shall reimburse employees, who are authorized to accompany students on field trips, for work related expenses. If an employee requests at least ten (10) working days in advance or upon notification, if less than ten (10) days of the field trip, the State shall provide a cash advance to cover the expected cost of expenses incurred for those special events. The employee shall be responsible to submit his/her work-related expenses for verification in a timely manner.

State

[Handwritten signatures and initials]



Union Proposal  
Bargaining Unit 20

Date \_\_\_\_\_

Proposal No: 1

TA  
SEIU 1000  
7/29/19  
@1458

The Union proposes the following rollover language:

**12.23.20 Laboratory Services and Deliveries (Unit 20)**

Where the State requires a Unit 20 employee to pick up and/or deliver material further than a reasonable walking distance from the labs to which they are assigned, the State will: (1) provide a mode of transportation; or (2) provide mileage reimbursement in accordance with Business and Travel Expenses of the Contract.

*[Handwritten signatures]*  
Karen Franklin  
WJ  
Patricia G. Kynan  
Steve Charles  
[Signature]

*[Handwritten signatures]*  
State  
Dale Johnson  
James H. [Signature]  
Annelle [Signature]  
[Signature]  
[Signature]



Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**12.24.1 Extended Travel, Department of Insurance (Unit 1)**

The Union and the Department of Insurance agree that, as an incentive for Unit 1 employees that are on a temporary travel assignment, the State shall pay short-term per diem for long term travel. Continuation of this section shall be in accordance with all applicable Federal and State tax laws.

4:03 PM  
8-5-19

TA SEIU Local 1000

TA

800  
 James Z...  
 John ...  
 Harry Price  
 Matt  
 Sheli L. Byrum  
 Kulovs P...  
 Jean D. C...  
 Carolyn M. Al...  
 Jay P...  
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 Karen DeK...  
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 Neal ...  
 Brandon ...

Jay ...  
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Union Proposal  
Bargaining Unit 21

7/18 1:31 PM Date 7/20/19

Proposal No: 1

7/20/19

**The Union proposes the following rollover language:  
12.24.21 Class A and/or Class B Commercial Driver's  
License Fee Reimbursements (Unit 21)**

*Myll Carlin*  
~~\_\_\_\_\_~~  
*[Signature]*

A. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:

State 7/20/19  
*Mackinong Heu*  
*Guy Buzghaf*  
*annette kahn*  
*Katy DeRoss*

1. The employee is authorized at least ten (10)



work days in advance by his/her supervisor to take the examination;

2. The employee has a valid, current medical certification acceptable to the DMV.

3. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

MC  
~~Signature~~

Signature

B. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.

C. The State will not pay any additional cost 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.

State 7/26/19  
Mauangong  
Felix Bughy  
Annette Kane  
Kathy DeBos

D. Reimbursement for commercial driver's license fees paid by an employee will be for 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 noncommercial 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, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

*Mychal Cochran*  
~~*[Signature]*~~  
*David Linfield*

*State Policy*  
*Manu Singh*  
*Sam Singh*  
*Annette Kahn*  
*Katy DuRoss*



T/A 8/6/19  
4:04 PM

Union Proposal  
Master Table

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**12.25.21 Class A and/or Class B Commercial Driver's License Medical Examinations (Unit 21)**

The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:

8/6/19  
Michael C...  
[Signature]

- A. The employee fails the first medical examination, or the certification submitted is not accepted by DMV;
- B. A second medical examination is authorized and conducted; and
- C. The second medical certification is accepted by

STAFF  
Guy Burdgraf  
Marian J...  
Kathy DeRoss  
Annette Kan

DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

Myel Corbin  
~~John~~  
Quinn

STATE  
Guy Burghgrat  
Marian Jones  
Kathy Doss  
Annette



T/A  
3:12P 8/9/19

Union Proposal  
Bargaining Unit 21

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**12.26.21 INTENTIONALLY EXCLUDED**

T/A  
Miguel Cardenas  
~~[Signature]~~  
Alvin [Signature]

STATE  
Guy Bungegraf  
Mark [Signature]  
Annette Karhu  
Kelly Roberts



T/A 3:12 PM 8/9/19

Union Proposal  
Bargaining Unit 21

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

12.27.21 INTENTIONALLY EXCLUDED

TA  
Miguel Cabre  
[Signature]  
[Signature]

STATE  
Guy Berghman  
Mark [Signature]  
Kathy Pokasa  
Annette Kohn



Union Proposal

Master Table

Date 8/14/19

1:43 PM



Proposal No: 1

*upwacker*  
*800*  
*TRM*

The Union proposes the following rollover language:

**12.28 Pre-Tax Commuting Expense**

The State will evaluate the feasibility of implementing a pre-tax commuting expense program in accordance with Internal Revenue Code Section 132(f).

*State*

*Karen Jeffers*  
*Bred Wells*  
*Bob Brown*  
*Master*  
*Carant*  
*Alanna*  
*Myel Carter*  
*Bruce Peen*

*Paul J...*  
*SS*

*Shirley*  
*Shirley*  
*Key...*  
*Mary Hat*  
*Diana Perry*  
*Mama Polito*  
*...*  
*Donna Hadesky*  
*Craig...*

*[Handwritten signature]*



Union Proposal  
Master Table

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

**12.29 Bike or Walk to Work Program**

A. The State shall endeavor to make facilities available to employees who bike or walk to work including, but not limited to, clothing lockers, secure bicycle storage, and shower facilities in all State owned or leased buildings.

B. This Section is not grievable or arbitrable.

*W. Waller*  
*8/8*

*Hill*

*Karen J. J. J.*

*Brad Willes*

*Bob O*

*Wendy J. J.*

*K. Cant*

*Alanna*

*Myra C. C.*

*Bridget P. P.*

8-19-19

*TA State 11:38 AM*

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5/2/2019 5:13 PM





Union Proposal

Master Table

Date \_\_\_\_\_

TH

4:19 PM

Proposal No: 1

8/14/19

Slak

W. Walker  
M. Miller  
K. Kerney  
B. Brad  
R. Brad  
M. Slak  
K. Kerney  
A. A. A.  
M. J. C.  
S. S.

The Union proposes the following rollover language:

**13.1 Performance and Evaluation Materials**

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

[Handwritten signature]

A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file. Official personnel files shall contain an inspection log where any person reviewing the file shall sign and date the log unless excluded by law.

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B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and

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L. Lopez  
Susan D. Lopez  
Marie Polito  
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the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work 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. No rank and file shift lead shall be authorized access to an employee's files, except with prior written approval of the employee.

- 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, shall provide the affected employee an opportunity to review the material, and sign and date it. An employee signature shall not necessarily constitute agreement to the evaluation. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.

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D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.

E. The employee 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 the Union/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

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who happens to be involved in such representational activities.

G. Material relating to an employee's performance included in the employee's 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 may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.

Stark

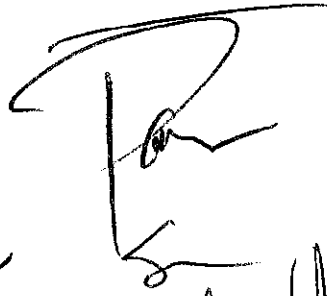
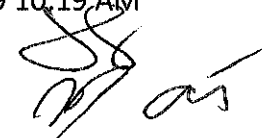
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H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for

yfwao123  
 822  
 TRM  
 Karen Jeffers  
 Brian Wells  
 Robert  
 Mustafa  
 Almont  
 A. Lauma  
 Myl Cowler  
 Evelyn Peen

matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

**13.2.17 Informal Performance Discussions (Unit 17)**

A. The State and SEIU Local 1000 encourage periodic informal performance discussions between Unit 17 employees and their supervisor to discuss work performance, job satisfaction, and work-related problems. Except when immediate action is necessary for health or safety reasons, such discussions shall be held in a private setting or sufficiently removed from the hearing range of other persons.

B. The issuance of work instructions by a supervisor does not constitute an informal performance discussion. This section shall not be construed to limit, in any manner, a supervisor's right to issue work instructions.

*TH@1856*  
*Union*

*K. O'Quinn*  
*M. [unclear]*  
*B. [unclear]*  
*Tom Zubak*  
*D. [unclear]*  
*[unclear]*

STATE

*[unclear]*  
*[unclear]*  
*[unclear]*



Union Proposal

Master Table

Date 8/14/19  
1:45 pm

Proposal No: 1

TD

The Union proposes the following rollover language:

13.3 Joint Apprenticeship Committee (Excludes Units 17 State and 21)

A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in bargaining units where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.) and pursuant to the following provisions:

1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and

*Handwritten signatures on the left side of the page:*  
v. Swacker  
Bill  
Karen Jeffis  
Bradwell  
Robt As  
Master  
J. Lawrence  
Brook Pen

*Handwritten signatures on the right side of the page:*  
K. Long  
S.S.  
A. [unclear]  
A.  
K. [unclear]  
M. [unclear]  
D. [unclear]  
M. [unclear]  
B. [unclear]  
S. [unclear]  
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M. [unclear]

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A. [unclear]



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regulations.

3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards.

State  
R

4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.

or  
HA  
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5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during committee meetings.

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B. The State agrees to continue existing apprenticeship programs.

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C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for bargaining unit occupations. The Union and the State agree to meet and confer on this matter at

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CEP  
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Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1 *4.15 pm*

TA SEIU Local 1000

The Union proposes the following rollover language:

*TA*  
*0.5-4*  
*State*

**13.4.1 Information Technology (IT) Apprenticeship Agency Linkage Agreement (Unit 1)**

- A. The State and the Union agree to establish the IT Joint Apprenticeship and Training Committee (Committee) in accordance with section 13.3, Joint Apprenticeship Committee, upon completion of the Unit 1 IT classification specifications.
- B. The Committee will develop the apprenticeship standards, functions and responsibilities to establish an organized, planned system of statewide IT apprenticeships in support of Unit 1 IT classifications.
- C. The Committee shall be comprised of three (3) Union and three (3) management representatives and one Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards. The Committee will be co-chaired by one Union and one State representative. The Committee will

*[Handwritten signatures]*  
*S. Sal*  
*a. Belte*  
*Cris*  
*Phyllis*  
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convene no later than sixty (60) days after completion of the IT specifications, and adoption of the classes by the SPB.

TA SEIU Local 1000

State

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James Zuer  
Michael  
Harry Price  
Mell  
Alicia L. Byers  
John  
Adorn Bonner  
Jas D. Coy  
Carly M. Allen  
Fred R. P. H. H. H.  
Karen Devall  
~~Steve~~  
Vince  
John Whitehead  
Brenda Mott  
Tom Crisp  
Russell Johnson  
Monty F. F.

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shall be notified in writing and a copy shall be provided to the Union.

egwack

802

TKM

Karan G. G.

Brad Wilbur

Rob J.

Ma. Spae  
K. Curran

A. Kuma

M. C. Co.

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Union Proposal

Bargaining Unit 14

Date 7/30/19  
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

**13.5.14 INTENTIONALLY EXCLUDED**

TA SEIU Local 1000

*Robert Jega*  
*Edward Jega*  
*Russell Johnson*

TA 7/30/19  
@ 2:50

*Stephania*  
*Alan Blum*  
*Will*  
*B. J. [unclear]*  
*A. [unclear]*  
*Cecilia E. Greenwald*



Union Proposal

Master Table

Date 8/14/19  
12488

Proposal No: 1

TD

The Union proposes the following rollover language:

**13.6 Performance Appraisal of Permanent Employees  
(Excludes Units 3, 17 and 21)**

Stack

A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

W. Wacker

Karen Jeffs

Brad Wilcox

Rob

M. [unclear]

Alma

Brooke Peave

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Union Proposal  
Bargaining Unit 3

Date 7-29-19

Proposal No: 1

State 7/29/19

BT/A 3:51 PM

The Union proposes the following rollover language:

**13.6.3 Performance Appraisal of Permanent Employees  
(Unit 3)**

A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.


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*Chubb*  
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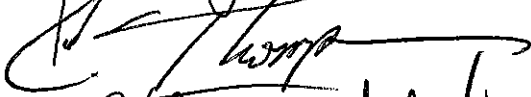

*TA*  
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State  
*Gay Bush*  
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C. This section shall also apply to the exempt staff of the  
Special Schools of the CDE.


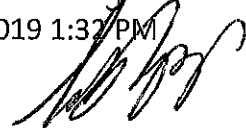
  
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Union Proposal

Bargaining Unit 17

Date 8/6/2019

9:34 AM

Proposal No: 1

*TA @ 2022  
Union*

The Union proposes the following rollover language:

**13.6.17 Performance Appraisal (Unit 17)**

A performance appraisal is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of his/her duties.

If an employee is not given an opportunity to perform on a particular element, the supervisor will note on the performance evaluation that the factor was not applicable, and the employee's evaluation shall not be negatively impacted. Employees shall not have their evaluation negatively impacted by their use of any leaves permitted under the terms of this Contract.

*[Handwritten signatures: Vanessa, Mark, Tony, Di Stedman, M J]*

1. Performance evaluations are not considered as an independent step in the disciplinary process.
2. If there is no evaluation of record within one year prior to a scheduled wage increase, the employee's overall evaluation shall be: "meets expectations".

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A. PROBATIONARY REPORTS

Probationary performance reports shall be completed at sufficiently frequent intervals to keep the employee adequately informed of progress on the job. The final report may summarize the previously issued probationary performance reports.

B. ANNUAL PERFORMANCE APPRAISAL

Annual performance reports shall generally include information from the immediate twelve (12) months prior to the due date of the report, exclusive of the probationary rating period.

The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving.

In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

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TA UNION @ 2022  
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While in the process of completing the probationary report or annual performance appraisal, the supervisor shall personally meet with the employee to review the appraisal or report, any notes, documents, or audits utilized in preparing the report.

At the time an employee signs his/her annual appraisal, a copy will be provided to the employee. These reports, as a general rule, will be issued to the employee no later than thirty (30) days after the due date of the report.

Any performance evaluation conducted of an employee who is a participant in Union/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. Such absences shall not be included as excessive absences. 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.

Any Unit 17 employee may grieve the content of his/her annual performance appraisal through the third (CalHR) step: (1) when

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he/she receives a substandard rating of the performance factors, or (2) when negative comments are inconsistent with the actual ratings received, or (3) when rating factors are not used and the narrative evaluation includes negative comments. CalHR shall sustain the evaluation except where supported by substantial evidence to the contrary. When a grievance is granted on this subject, the annual performance appraisal will be modified to reflect the outcome of the grievance procedure and the original performance appraisal will be removed from the file.

TA @ 2022  
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~~W. ...~~  
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Union Proposal

Bargaining Unit 21

Date 7/30/19

Proposal No: 1

4:04 PM TIA

The Union proposes the following rollover language:

**13.6.21 Performance Appraisal of Permanent Employees**

7/30/19 (Unit 21)

- A. The performance appraisal system of each department may include an annual written performance appraisal and an individual development plan for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving.
- B. In general, in the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's performance shall be deemed to be satisfactory.
- C. When a Unit 21 civil service employee receives substandard ratings in a majority of the performance factors, the employee may grieve the

Myel Coburn  
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Maureen  
Jong Hui  
Amanda Kam  
Kelly Duboss

[Signature]

content of his/her performance appraisal through the third step of the grievance procedure which shall be the final step of appeal.

D. When a department intends to establish a new performance appraisal system or make major modifications in their existing performance appraisal system, the Union will be notified and given the opportunity to meet and confer over the impact of the change(s) pursuant to Article 24.1 (Entire Agreement).

*Mye Cochran*

*[Signature]*

*Chris Muford*

State

*Marianne Hui*

*Annette Kelm*

*Kelly DeBross*





Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1

7-29-19  
2:20 PM  
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*[Handwritten signatures and initials]*  
Sharon James  
Katy DeBross  
MOR  
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ant

TA SEIU Local 1000

The Union proposes the following rollover language:

13.7.1 Performance Standards (Unit 1)

A. The employer, in developing performance standards, shall adhere to the following: Employee performance standards shall be based upon valid work-related criteria, which insofar as practicable include qualitative, as well as quantitative measures. Such standards shall reflect the amount of work which the average trained employee performing comparable duties can reasonably turn out in a day.

B. Employee performance standards shall be established in accordance with the following guidelines:

1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.

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2. Normally, new performance standards or changes in existing performance standards shall not be implemented until they have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards. Following any test period, the State shall meet and confer with the Union prior to implementing the new or revised standards.

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C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.

D. Where a performance standard exists, the Union may review all data concerning all employees' production and error rates where such information is available.

IA SEIU Local 1000

*[Handwritten signatures]*  
 James Zeng  
 John [unclear]  
 Harry Price  
 Mike  
 Sheli L. Byers  
 Dylan [unclear]  
 Dean D. Coy  
 Calafé [unclear]

*[Handwritten signatures]*  
 [unclear]  
 Karen DeVoll  
 [unclear]  
 Neal [unclear]  
 Brenda [unclear]  
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 Russell [unclear]  
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Union Proposal

Bargaining Unit 4

Date 7/30/19  
@ 10:23 a.m.

Proposal No: 1

The Union proposes the following rollover language:

**13.7.4 Performance Standards (Unit 4)**

A. The employer shall, in developing performance standards, adhere to the following: Employee performance standards shall be based upon valid work-related criteria, which insofar as practicable, include qualitative, as well as quantitative measures. Such standards shall reflect the amount of work which the average trained employee performing comparable duties can reasonably turn out in a day.

B. Employee performance standards shall be established in accordance with the following guidelines:

1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.

2. Normally, new performance standards or

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*TA - 7/30/19  
@ 10:23 a.m.*

*Sherry Alvord  
RD Legoy 7/30/19 @ 10:23  
Bridget Welch  
A. Beklum-Swaits*

changes in existing performance standards shall not be implemented until they have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards.

3. The State shall meet and confer with the Union prior to implementing the new or revised standards.

C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.

D. Where a performance standard exists, the Union may review data concerning all employees' production and error rates where such information is available.

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RLO 7/30/19 @ 10:23  
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Union Proposal

Date 8/19/19

Proposal No: 3

The Union proposes the following language:

**13.7.17 Performance Appraisal of Nursing Practices (Unit 17)**

Unit 17 employees currently supervised by a supervising registered nurse shall be rated on their Individual Appraisal Summary by their supervising registered nurse. Unit 17 employees currently not supervised by a supervising registered nurse shall have their Individual Appraisal Summary reviewed by a supervising registered nurse. At the request of the Registered Nurse, a review of the Individual Appraisal Summary with a supervising registered nurse shall be in the presence of the Registered nurse.

TA 6:21 pm  
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Meredith Lee  
M. Mubani  
D. Stachn  
M. R.

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Union Proposal

Bargaining Unit 14

Date 7/50/19

@ 2:50

Proposal No: 1

**The Union proposes the following rollover language:**

**13.8.14 Print 2 (Unit 14)**

The OSP "Print 2" shall not be used to document performance problems or form the basis of discipline for any Unit 14 employee.

TA SEIU Local 1000

*Robert Vega*  
*Amanda Sage*  
*Russell Johnson*

TA 7/30/19  
@ 2:50

*Stacy Miranda*  
*Chris Green*  
*Walter U*  
*Theresa W*  
*Al Baldwin*  
*Cecilia E. Greenwald*



Union Proposal

Bargaining Unit 14

Date 7/30/19  
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

**13.9.14 Letters of Instruction (LOI)/Work Improvement Discussion (WID) (Unit 14)**

TA SEIU Local 1000

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A. LOI/WID (as well as counseling memos, informal letters of reprimand, letters of warning, etc.) shall contain a specified expiration date, not to exceed one year if there has been no recurring behavior, upon which the employee may request the removal of same. Upon request to the Appointing Authority or his/her designee, they shall be removed and destroyed, unless the employee requests the documents be returned to them for their own disposal.

B. LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from the date the investigation is completed.

C. In cases where departmental staff are investigating an employee in a situation which adverse action potentially may follow, and the decision is made to

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give the employee an LOI/WID, the LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI/WID.

D. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Employee Counseling Record, or Letters of Contact. These types of "minor" corrective memos are to be placed in the employee's supervisory file, but not in the official personnel file.

E. The employee shall have the right to submit a rebuttal to any LOI/WID, or any such comment referred to in subsection D above. The rebuttal shall be submitted no later than thirty (30) days after issuance of the LOI/WID to the employee, unless mutually agreed by the Appointing Authority's authorized representative and the employee or his/her representative. The rebuttal shall be attached to the applicable LOI/WID.

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TA SEIU Local 1000

Robert Jega  
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Union Proposal  
Bargaining Unit 15

Date \_\_\_\_\_

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Proposal No: 1

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Lisa D. Boast

The Union proposes the following rollover language:

**13.9.15 Letters of Instruction (LOI)/Work Improvement Discussion (WID) (Unit 15)**

Letters of Instruction and Work Improvement Discussion memos shall contain an expiration date, not to exceed one year, at which time the employee may request the removal. When requested, the counseling memo shall be removed and given to the employee.

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Union Proposal

Bargaining Unit 17

Date 8/18/2019

Proposal No: 1

TA @ 2:22 PM

The Union proposes the following rollover language:

**13.9.17 Letters of Instruction (LOI)/Work Improvement Discussion (WID) (Unit 17)**

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A. LOI/WID (as well as counseling memos, informal letters of reprimand, letters of warning, etc.) shall contain a specified expiration date, not to exceed one year if there has been no recurring behavior, upon which the employee may request the removal of the same. Upon request to the appointing authority of his/her designee, they shall be removed and destroyed, unless the employee requests the documents be returned to them for their own disposal.

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B. LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from the date of discovery of the incident that forms the basis for the LOI/WID.

C. In cases where the departmental staff are investigating an employee in a situation which

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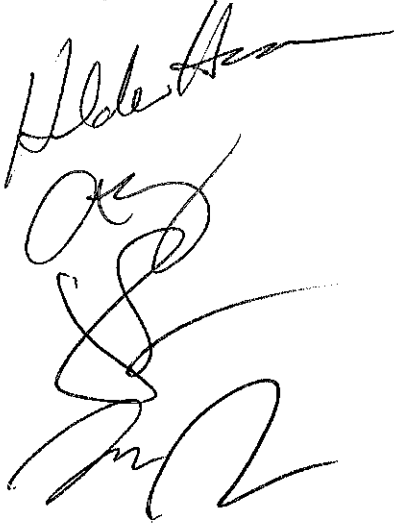
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adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI. This will not prevent the parties from negotiating a formal adverse action down to an LOI/WID.

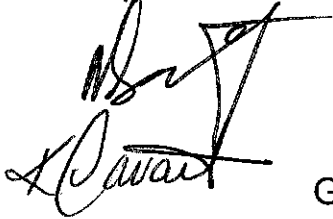
- D. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Employee Counseling Record, Letters of Contact, or Expectations of Work Performance memos. These types of "minor" corrective memos are to be placed in the employee's supervisory file, but not in the OPF.
- E. The employee shall have the right to submit a rebuttal to any LOI/WID, or any such comment referred to in paragraphs A and D above and/or section 13.1 paragraph C of this Contract. The rebuttal shall be submitted no later than thirty (30) days after issuance of the LOI/WID to the employee unless mutually agreed by the appointing authority's authorized representative

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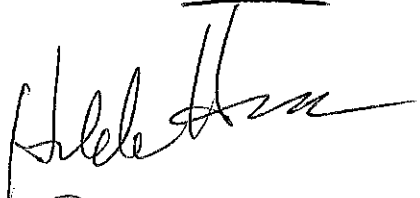
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and the employee or his/her representative to extend this time frame. The rebuttal shall be attached to the applicable LOI/WID and shall remain in the files only as long as the underlying document.

- F. Disputes concerning this section are grievable to Step 3 (CalHR) pursuant to Article 6, of the Grievance and Arbitration Procedure of this Contract.
- G. Upon the employee's written request, all official Notices of Adverse Action, all documentation leading to or supporting or proposing such action, and all SPB decisions rendered in such cases will be purged from the employee's file(s) after three (3) years if there has been no recurring behavior.
- H. Although any performance problem may be addressed in an employee's annual performance evaluation, the evaluation shall contain no reference to the issuance of an LOI/WID or adverse action.



Union Proposal  
Bargaining Unit 1

Date \_\_\_\_\_

Proposal No: 1

TA SEIU Local 1000

The Union proposes the following rollover language:

7-29-19

13.10.1 Education and Training (Unit 1)

(TA)

State

2:09 PM

A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of State employees through training and education activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.

Handwritten signatures: L. P. H., S. S., J. J., Susan Duway

Key Dates

B. Each State department shall make available at the work site its training policies and, annually, its training course list. Each department shall provide to the Union a copy of its training courses.

Handwritten signatures: J. J., W. J., C. J.

C. Working within budgetary and workload constraints, each State department, through its annual training plan process, will provide training in handling hostile and threatening behavior.

D. Employees may request training courses. Training

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requests shall not be unreasonably denied and the reason for the denial shall be in writing to the employee.

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E. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.

F. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job related seminars, conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities.

G. Training Categories/Definitions:

1. Job-Required Training, including safety training, is designed to assure adequate performance in an employee's current assignment or classification and includes training necessary for newly assigned employees; refresher training for the

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maintenance of ongoing programs; and training mandated by law or other State authority.

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2. Job-Related Training is designed to increase an employee's job proficiency and includes training to improve job performance above the acceptable level of competency established for specific job assignment or classification, and training to prepare an employee for assuming increased responsibility.

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3. Career-Related Training is designed to assist an employee in the development of career potential and is intended to help provide an employee with an opportunity for self-development while also assisting in the achievement of the State's mission. This training does not have to be related to the employee's current classification or assignment.

4. In-Service Training is sponsored, administered or contracted for, by the State for its employees. Such training includes courses

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or activities designed and administered by State departments individually or in joint agreement; offered by CalHR; designed or contracted exclusively for the State through private consultants or firms, regional training centers, accredited colleges or universities, or other non-State agencies.

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5. Out-Service Training is sponsored by a non-State agency and is open to the public as well as State employees.

6. Training conferences are training activities conducted primarily for educational development purposes and not primarily for professional and social affiliation purposes. Training conferences may be a job-required, job related, or career related training activity.

H. The State agrees to reimburse employees for expenses incurred as a result of passing training or education courses required by the department to assure adequate performance or increase current job proficiency. When such courses are offered during normal working hours, the





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accordance with Article 12 of this Contract.

J. When assigning or approving an employee for career-related out-service training, or job-related training, the department may establish policies regarding:

1. Allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and
2. Reimbursement for tuition and other necessary expenses.

Except as established by the department, reimbursement should be for fifty percent (50%) and may be up to one hundred percent (100%) of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours, except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

K. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses, if the training assignment is terminated prior to completion either: (1) at the convenience of the

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State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

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L. To the extent practicable and within available training resources, the department shall arrange for counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes or other management initiated changes.

M. Each department, upon request of an eligible employee as defined in the subsection concerning Class A and Class B Driver's Licenses, will make available any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination.

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N. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as,

professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

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 John ~~McCray~~  
 Harry Price  
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 Ashley L. Byers  
 Dilan Bonner  
 Sean D. Cap...  
 Carajo M. Altes  
 Jay R. Phillips  
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 Kayen DeWalt  
~~Greg~~  
 Med A. Rich  
 Brad L. Mott  
 Russel J. Gray

Jay Wheeler  
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 McCray



Union Proposal  
Bargaining Unit 3

Date \_\_\_\_\_

Proposal No: 1

T/A  
11:17 AM  
8/7/19

The Union proposes the following rollover language:

13.10.3 Education and Training (Unit 3)

A. The State agrees to reimburse Unit 3 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:

1. Tuition and/or registration fees;
2. Cost of course-required books;
3. Transportation or mileage expenses;
4. Toll and parking fees;
5. Lodging and subsistence expenses.

Where applicable, reimbursement rates for the above expenses shall be in accordance with Article 12, section 12.1 of this Contract.

B. If the State agrees with a Unit 3 employee's participation in non-required career-related

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*[Multiple handwritten signatures]*

training, the State may reimburse to employees for up to fifty percent (50%) of tuition, fees, and books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

C. Advance Application – An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.

D. Incomplete Assignment

1. General

An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received.

2. Exceptions

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C. [unclear]  
M. [unclear]  
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C. [unclear]  
R. [unclear]  
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The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses:

- a. At the convenience of the State provided that the training facility reports satisfactory performance by the employee during the assignment; or
- b. Because of death, prolonged illness, disability, or other event beyond the control of the employee.

E. Employee Obligations and Agreement – An employee assigned to full-time out-service training shall agree in writing to reimburse the State within thirty (30) calendar days for tuition costs and other expenses paid to him/her by the State if, after completion of the training assignment, he/she does not continue employment in State service, for a period of six (6) months or twice the period of training, whichever is greater.

F. New employees will, within a reasonable time after reporting to work, be given an orientation of the department.

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Cecily Williams  
C. [unclear]  
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G. CalHR and the Department of Rehabilitation shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The Department of Rehabilitation shall cooperate in devising training programs for the disabled employees. Management shall provide the Union an opportunity to discuss and make recommendations regarding formulation of said procedures.

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H. The State and the Union recognize that certain benefits accrue to the State and Unit 3 employees through participation in professional job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints will support such activities as are of value to the State.

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I. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section J below. However, it is the employee's responsibility to maintain a valid credential as a condition of

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employment.

- J. When a Unit 3 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.
- K. Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.
- L. The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.
- M. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the

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employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave/personal necessity leave. Such time shall not be accumulated.

N. This section shall apply to Unit 3 civil service and exempt employees.

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Union Proposal  
Bargaining Unit 11

Date \_\_\_\_\_

Proposal No: 1

The Union proposes the following rollover language:

13.10.11 Education and Training (Unit 11)

A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of employees through education and training activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.

B. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be

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requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

- C. Each State department shall make its training policies and, annually, its training course list available at work sites. Each department shall provide annually and upon request by the Union a copy of its training course list and its training budget as it appears in the Governor's Budget. Budgeted training funds shall not be used for training private sector contract employees who would do the work normally performed by bargaining unit employees.
- D. New employees to a department shall, within sixty (60) days after reporting to work, be given an orientation session by their supervisor or other departmental representative.
- E. Individual Development Plans (IDP)

1. Each State department shall be required to complete an annual IDP for each permanent

full-time employee and for PI employees

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who work seven hundred and fifty (750) hours or more annually.

2. The State agrees to provide training opportunities and funding to fulfill the training courses on an employee's IDP when and subject to conditions agreed to between the employee and the employee's supervisor in the IDP.
3. An employee's request for attendance at scheduled training courses agreed to in an IDP for that year shall not be unreasonably denied. Reasonable denial would include a reduction in the division or program training budget.
4. When operational needs or emergencies preclude attendance at training courses agreed to in an employee's IDP, the employee shall, upon request, be approved to reschedule and attend the course based on what is convenient for the employee and operationally feasible for the State.
5. Nothing in this section shall be construed to

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prevent the State from requiring an employee to attend training.

F. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related meetings, seminars, conferences and conventions.

G. Training Categories/Definitions

1. Job-Required Training, including safety training, is designed to assure adequate performance in an employee's current assignment or classification and includes training necessary for newly assigned employees; refresher training for the maintenance of ongoing programs; and training mandated by law or other State authority.
2. Job-Related Training is designed to increase an employee's job proficiency and includes training to improve job performance above the acceptable level of competency established for specific job assignment or

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classification, and training to prepare an employee for assuming increased responsibility.

3. Career-Related Training is designed to assist an employee in the development of career potential and is intended to help provide an employee with an opportunity for self-development while also assisting in the achievement of the State's mission. This training does not have to be related to the employee's current classification or assignment.
4. In-Service Training is sponsored, administered or contracted for, by the State for its employees. Such training includes courses or activities designed and administered by State departments individually or in joint agreement; offered by CalHR; designed or contracted exclusively for the State through private consultants or firms, regional training centers, accredited colleges or universities, or other non-State agencies.

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5. Out-Service Training is sponsored by a non-State agency and is open to the public as well as State employees.
6. Training conferences are training activities conducted primarily for educational development purposes and not primarily for professional and social affiliation purposes. Training conferences may be a job-required, job-related, or career-related training activity.

#### H. Reimbursement for Job-Required Training Expenses

1. The State agrees to reimburse employees for expenses incurred as a result of job-required training consistent with the Business and Travel Article of this Contract. When an employee's approved participation is identified as job-required by the appointing authority, the employee shall be fully reimbursed for tuition and other necessary expenses that include:
  - a. Tuition and/or registration fees;
  - b. Cost of course-required books and materials;

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- c. Transportation or mileage expenses;
- d. Toll and parking fees;
- e. Lodging and subsistence expenses.

2. Employees who attend training and education courses required by the State shall be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. An employee's normal working hours may be adjusted so attendance occurs on state time. For courses that are scheduled during off-duty hours, such hours shall be considered work time and they will be compensated according to the employee's designated Work Week Group.

I. Reimbursement for Job-Related Training Expenses

1. When participation in training is identified by the appointing authority as "job-related," full reimbursement of approved training or education courses may be provided in accordance with the Business and Travel Article of this Contract for tuition and other

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necessary expenses as outlined above for job-required training.

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- 2. Employees who attend "job-related" training and education courses may be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. When job-related training occurs outside of normal working hours, an employee's normal working hours may be adjusted so attendance occurs on state time. For courses that are scheduled during off-duty hours, such hours may be considered work time and would be compensated according to the employee's designated Work Week Group.

J. Career Related or Upward Mobility Training Expenses

- 1. When participation in training is identified by the appointing authority as "career-related" or as part of an upward mobility plan, the State will reimburse employees for fifty percent (50%) and may be up to one hundred percent (100%) of course required books, tuition,

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materials and registration fees of approved training or educational courses.

2. Normally the employee will attend the training on his or her own time, unless otherwise agreed to in accordance with departmental policies or any other section of the MOU.

K. An employee who willfully or negligently fails to satisfactorily complete a training or education course (required or approved by the department) as specified by the training provider shall not be eligible for reimbursement of tuition and other necessary expenses, and shall return any advance payment received.

L. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses incurred, if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee. Expenses subject to reimbursement pursuant to this subsection shall be limited to those that the

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employee would have otherwise been entitled to receive pursuant to this Contract.

M. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.

N. Each Department, upon request of an eligible employee as defined in the Class A and Class B Commercial Drivers' License section of this Contract, will make available any public information prepared by the DMV covering the commercial driver's license examination. *Drivers' v.m. 07/29/19 4:33 pm*

O. Each State department, through its annual training plan process, will provide employees training in handling hostile and threatening behavior where required for safety purposes.

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