

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.

*By
AM
07/29*

*TA 4:33pm
07/29/19
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P. 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.

Brad Wilton
Albert Munkel
Richard James Shick
Ann Hutson
Merrill Hill

TA 4:33 pm
07/29/19
Wagner
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Shick
Hutson
Hill
7/23/2019 11:11 AM



409-01 T/A

Union Proposal
Bargaining Unit 21
Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

13.10.21 Education and Training Required by Department (Unit 21)

A. The State agrees to reimburse Unit 21 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. An employee may receive reimbursement for

7/30/19

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State
Marianyong Hui
Arnette Kane
Kely DeBos
Guy Burghgraf

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.

C. 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. However, 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.

D. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section E below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.

MC
~~MS~~
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Marianyong Hui
Annetta Parker
Kathy DeBross
Guy Buehler

E. When a Unit 21 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.

Migel C. ...
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State
Marianyong-Hui
Annette Kahn
Kathy DeBos
Guy ...



Union Proposal

Bargaining Unit 4

Date 7/30/19
10:23 a.m.

Proposal No: 1

The Union proposes the following rollover language:

13.11.4 Upward Mobility and Training (Unit 4)

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.

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

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JTK
Baldwin
7/19/2019 3:01 PM
Baldwin

shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

C. The State agrees to reimburse Unit 4 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to assure adequate performance or increase job proficiency. 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.

D. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall receive his/her regular salary. When required training occurs outside of normal working hours, Unit 4 employees shall be reimbursed in cash or CTO, in

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accordance with their Work Week Group, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.

- E. If the State agrees with a Unit 4 employee's participation in non-required career-related training, the State may reimburse the employee for up to fifty percent (50%) of tuition, fees, and course-required 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.
- F. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.
- G. With prior authorization by a department head or designee, the State may reimburse Unit 4 employees up to one hundred percent (100%) of the cost for course-required books, tuition, and/or provide an amount of time off without loss of compensation for attendance at upward mobility and career-related training. Release time without

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loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

H. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

I. To ensure equitable treatment among employees,

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each department shall make available to interested employees its training policy. Unit 4 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training. If denied, the reason for the denial shall be provided in writing to the employee.

J. 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.

K. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union/Management Health and Safety

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L. Each department shall develop and maintain a written upward mobility plan as specified in the SPB's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines) revised March 2000. Government Code section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments.

M. Upon Union request, each department shall provide the Union with a copy of its upward mobility plan. If the department makes revisions to the plan, the State shall provide the Union with a copy.

N. Upon employee request, each department agrees to make available its plan and/or information regarding Upward Mobility Training for its Unit 4 employees. Departments with

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internal websites will post the upward mobility plans on the department's internal website.

- O. Each department shall appoint an upward mobility program coordinator to coordinate, monitor and report the department's upward mobility program efforts. At work sites with twenty-five (25) or more Unit 4 employees, at least one manager or supervisor will be assigned the responsibility of assisting Unit 4 employees in obtaining information on the department's upward mobility program(s) and related services.

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Helen [unclear]
Mundia Babunato
JE Alcaraz
Teresa Lopez
Tony Gray
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2/11/19

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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:

13.11.14 Upward Mobility and Training (Unit 14)

A. The State agrees to reimburse Unit 14 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to assure adequate performance or increase job proficiency. 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.

B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall

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@ 2:50
Stacy Blivins
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A. Baldwin
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Cecilia [unclear]

TA SBW Local 1000

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receive his/her regular salary. When required training occurs outside of normal working hours, Unit 14 employees shall be reimbursed in cash or CTO, in accordance with their workweek group, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.

C. If the State agrees with a Unit 14 employee's participation in non-required career-related training, the State may reimburse the employee for up to fifty percent (50%) of tuition, fees, and course-required 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.

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D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.

E. With prior authorization by a department head or designee, the State may reimburse Unit 14 employees up to one hundred percent (100%) of the cost for course-required books, tuition, and/or

TA SBW Local 1000

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provide an amount of time off without loss of compensation for attendance at upward mobility and career-related training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

- F. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:
 1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
 2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the

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G. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 14 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.

H. 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.

I. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union/Management Health and Safety Committees.

J. Each department shall develop and maintain a

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written upward mobility plan as specified in the State Personnel Board's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines) revised March 2000. Government Code section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments.

Upon Union request, each department shall provide the Union with a copy of its upward mobility plan. If the department makes revisions to the plan, the State shall provide the Union with a copy. Upon employee request, each department agrees to make available its plan and/or information regarding upward mobility training for its Unit 14 employees. Each department shall appoint an upward mobility program coordinator to coordinate, monitor and report the department's upward mobility program efforts.

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@ 2:50

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K. Requests for training will not be unreasonably denied.

L. Travel advances, if requested, shall be provided in accordance with the Allowances and Reimbursement Article of this Contract.

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 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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TA SEIU Local 1000

Robert Vega

Glenn Page

Russell Johnson



Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 2:52

Proposal No: 2

The Union proposes the following language:

13.11.15 Joint Labor Management Committee on Upward Mobility and Career Development (Unit 15)

A. The State and the Union agree to establish a Unit 15 Joint Labor Management Committee on Upward Mobility and Career Development, in which career opportunities are developed and published.

B. The Committee shall consist of twelve (12) members. Six (6) members shall be selected by the State, one each from the California Department of Corrections and Rehabilitation - Division of Adult Institutions (CDCR-DAI), California Department of Corrections and Rehabilitation-Division of Juvenile Justice (CDCR-DJJ), Department of General Services (DGS), Department of Developmental Services (DDS), Department of State Hospitals (DSH), and Employment Development Department (EDD), and the California Department of Veterans Affairs

Handwritten notes: "Add 8/2/19 3:19 @ Steve [unclear] MO Maggie Gray"

Handwritten notes: "SEIU 1000" and signatures of "Lisa D. Boccard" and "2/4/19"

(CalVet). Six (6) members shall be selected by and represent SEIU Local 1000. In addition, the committee shall be co-chaired by one management and one labor representative. The function of the committee shall be as follows:

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1. Review each department's "Summary of Upward Mobility Report" which include annual goals that include the number of employees expected to progress from positions in low paying occupational groups to entry level technical, professional, and administrative classifications, and the timeframe within which this progress shall occur.
2. Develop content for a Career Development resource document that includes (but is not limited to) the following items:
 - a. How to interview for a job
 - b. A map of the steps in getting a state job and a promotion
 - c. Identification of the levels and types of skills needed at different steps in the career ladder

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- d. Information on where to find the training and education to build your skills
- e. Links to the career information on state agency internet sites
- f. Templates and guidelines for writing resumes and preparing state applications

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2/4/19

- 3. Develop a training and development program to provide career advancement opportunities within the Bargaining Unit 15 classifications.
- 4. Provide information on available apprenticeship or other training programs, including qualification criteria for acceptance into programs.
- 5. Identify the minimum requirements of the various bridging classes that have been identified and develop appropriate training opportunity including cooperative arrangements with college programs.
- 6. Develop and plan upward mobility examinations in conjunction with CalHR.
- 7. Develop and initiate a candidate selection and evaluation process.
- 8. Develop and initiate a mentoring and coaching plan to provide support,

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encouragement, guidance and resources.

- C. The committee shall meet ~~no less than on a~~ at least quarterly basis.
- D. The committee shall develop the scope, set the timeline, and prioritize the activities, etc. Union members on the committee shall be allowed a reasonable amount of time for committee activity without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

Man Singh
Jan Olin
Lisa Obeast
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Union Proposal

Bargaining Unit 17

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

13.11.17 Nursing and Upward Mobility Joint

Labor/Management Committee (Unit 17)

1:37pm

TA UNION

*A. C. Cant
Members of
B. M. M. M.
Tony Zuban*

*Dia Steedman
M. M. M.*

*State
H. H. H.*

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A. A Statewide Joint Labor Management Committee shall be established to review nursing practices related to satisfaction in State government, career opportunities and development of mechanisms for nurses to obtain upward mobility. This could include Nurse Mentoring, appropriate RN supervision and other proactive programs. The committee shall consist of four (4) members designated by the Union and four (4) members designated by the State. Union members shall attend committee meetings without loss of compensation. The Union and Management may invite subject matter experts to speak on specific issues.

B. The committee shall prepare a full written report with recommendations made to the Director of the California Department of Human Resources. If the

7/30/19

parties agree and funds are available, joint recommendations may be implemented prior to the expiration of this Agreement.

C. Upon request of the Union, a subcommittee of the Nursing and Upward Mobility Joint Labor/Management Committee may be convened at each department. The subcommittee shall be comprised of an equal number of representatives of the Union and the State, not to exceed four (4) each. Employees shall suffer no loss of compensation as a result of the participation in the subcommittee. The subcommittee shall review nursing practices related to job satisfaction, career opportunities and development of mechanisms for nurses to obtain upward mobility within the department. This could include Nurse Mentoring, appropriate RN supervision and other proactive programs. Any recommendations from the subcommittee shall be advanced to both the department director and the Joint Labor/Management Committee noted above.

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Don Steedman

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Union Proposal

Bargaining Unit 4

Date 7/16/19

11:19 am

Proposal No: 1

The Union proposes the following language:

13.12.4 Auditor and/or Accountant Upward Mobility Program (Unit 4)

The State agrees to an upward mobility training program for Unit 4 employees who are currently employed by the Employment and Development Department (EDD), Board of Equalization (BOE), California Department of Tax and Fee Administration (CDTFA), Office of Tax Appeals (OTA) or Franchise Tax Board (FTB). In accordance with Article 13.11.4, this program is to provide preference for upward mobility into the auditing or accountant classifications which has been identified and approved in the employee's annual Individual Development Plan. This section is subject to available training resources.

7/30/19

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Stacy Ulwanda

RAN Grey @ 1023 7/30/19

Benjamin Johnson
A. Balaban
M. Vucelja

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Kieran [Signature]
Mindi Matsumoto
Jerry Gray
[Signature]
Diana Legree
[Signature]



Union Proposal

Bargaining Unit 14

Date 7/30/19
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

13.12.14 Posting of Vacancies and Job Openings (Unit 14)

When the State decides to fill any Unit 14 vacancy or job opening, it shall be posted on every departmental job opportunity bulletin board and distributed to the worksite, where Unit 14 employees are utilized. Before filling a vacancy, the department will endeavor to post job openings at least fourteen (14), but not less than ten (10) calendar days prior to the final filling date.

TA SEIU Local 1000

Robert Jeger
Edward Page
Russell Johnson

TA
7/30/19 @ 2:50

Stephanie de
Chloe Baker
Leslie W
Christina Ryan
Abraham Smith
Cecilia E. Greenwell



Union Proposal

Bargaining Unit 17

Date 7/30/19

Proposal No: 1

*TA, 1:38pm
Union*

The Union proposes the following rollover language:

13.12.17 Employment Opportunities (Unit 17)

Departments shall make employment opportunity information available to Unit 17 employees by posting such information on a bulletin board that is accessible to Unit 17 employees twenty-four (24) hours per day at institutions staffed on a seven (7) day/week, twenty-four (24) hour/day basis.

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Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.12.20 Employment Opportunities (Unit 20)

Departments shall make available employment opportunity information to Unit 20 employees. Such information shall be posted on a facility bulletin board and may be published in weekly bulletins.

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Karen Franklin
WJ
Patricia Skymen
Steve Kalk
WJ

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Annette Kuhn
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Union Proposal

Bargaining Unit 21

Date 7/26/19

Proposal No: 1

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The Union proposes the following rollover language:

13.12.21 Employment Opportunities (Unit 21)

Departments shall make departmental employment opportunity information available to Unit 21 employees by posting on a bulletin board, providing via email and/or posting on the department intranet.

Statewide vacancy information is available on the CalHR website at www.calhr.ca.gov.

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State 7/26/19

Handwritten signatures and names: Maningong Hui, Guy Burghgrael, Annette Kahn, Kelly Dehoss



Union Proposal
Bargaining Unit 11
Date August 5, 2019

Proposal No: 1

The Union proposes the following rollover language:

13.13.11 Professional Certification or Registration (Unit 11)

A. For purposes of this section “permanent” means that unit member has completed at least one full probationary period in a Bargaining Unit 11 represented classification and achieved permanent status in that classification.

B. The State shall provide to a permanent Unit 11 employee application reimbursement and up to eight (8) hours CTO time at straight rate upon successful completion of a Professional License or Certification as listed. CTO is applicable only when the examination was taken on the employee’s own time. The Professional License or Certification examinations are any of the following:

1. Engineer-in-Training

2. Engineer

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- 3. Land Surveyor-in-Training
- 4. Land Surveyor
- 5. Landscape Architect Registration Examination (LARE)
- 6. Structural Architect Registration

C. The State shall reimburse permanent employee's renewal fees for Professional Licenses listed above.

D. Notwithstanding any other section, the State shall reimburse permanent employees for engineering general review courses relative to the above professional license or certification examinations on a one-time basis only. Certificate-of-completion shall be required. Employees must receive prior approval from their supervisor, in accordance with each department's procedures, and be signed up to take the examination in order to receive review course reimbursement.

E. Employees in remote areas (where review courses may be unavailable) will be reimbursed

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on a one-time basis only for either a correspondence course, video tape course, personal computer course, purchase of review course books or a specially designated course.

F. State release time, during working hours, without loss of compensation will be provided for attendance at review courses. Transportation costs involved with review courses will not be reimbursed by the State.

G. The State will pay a one-time bonus of five hundred dollars (\$500) to any permanent Unit 11 employee who attains any of the above applicable license or certification.

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08/05/19

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Brod...
Amb...
Patrick...
John...

08/16/19
1:16pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.14.11 Special Certification Requirements - Caltrans (Unit 11)

A. This section applies to incumbents and future Caltrans employees in the following classifications: Assistant and Associate Steel Inspector, Structural and Lead Structural Inspector, Non-Destructive testing as described below.

1. Incumbent employees trained at State expense to become certified by the American Welding Society (AWS) at acceptable levels described below.
2. Employees hired after November 1998, who already possess an active AWS certification for welding inspection as part of the requirement for participating in the exam process.
3. Employees trained and certified at Level II (limited) in Ultrasonic testing, radiographic testing, magnetic particle testing, and penetrate

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testing.

B. The State will assume the cost of certifying incumbents and will pay costs for future re-certification for all employees in this series.

C. Certification by the AWS may be obtained and is acceptable to the department at the following levels:

American Petroleum Institute, (API) 1103

American Society of Mechanical Engineers (ASME)
Section 8 & 9.

AWS D1.1 Welding Code

AWS D1.5 Welding Bridge Welding

D. No employees will be adversely affected for failure to become certified in one of these disciplines but will be provided administrative time off to participate in re-examination in order to maintain their certification.

E. This section shall be subject to re-negotiation resulting from changes enacted by the American Welding Society or federal mandates affecting performance of these inspections.

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09/7 Page 2 of 3

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F. Employees obtaining these certifications will not be expected to perform the actual testing, but will be expected to ensure that the tests are performed in accordance with Code and contract specs.

G. Employees holding any of the certificates in section (A)(2) shall receive a one-time bonus of five hundred dollars (\$500) for obtaining an American Welding Society certified welding inspection certification. Employees holding any of the certificates in section (A)(3) shall receive a one-time bonus of five hundred dollars (\$500). The most a single employee can receive is one thousand dollars (\$1,000) regardless of the number of certificates he/she receives.

H. Employees hired after November 1998 will be required to maintain an AWS certification as part of their employment in their respective class.

T/A
08/16/19

Brad Wilber

Albert Mumbly

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Richard J. Blair

Page 3 of 3

Carly Hutton
Mandy L. Felt

T/A 8/16/19
2:14 pm

W. J. Quinn

Chris

Spencer

John

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7/23/2019 11:14 AM



Union Proposal

Bargaining Unit 1

Date _____

8/21/19 2:56 pm

Proposal No: 2

The Union proposes the following language:

13.15.1 EDD Determinations Scheduling Standard (Unit 1)

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A. For a mixed schedule, EDD will schedule no more than thirteen(13) interviews per day to each fully trained Employment Program Representative (EPR) who is assigned to do determinations full-time. Of these interviews, EDD will schedule an average of eight (8) separations on a daily basis, but no more than forty (40) separations per week. If the EPR is assigned a full schedule, he/she will be assigned no more than sixteen (16) non-separation interviews or eighteen (18) multi-claimant interviews. For those employees working an alternate work week or other than full-time, the number of interviews will be prorated and rounded to the nearest whole number.

Handwritten signatures and initials on the right side of the page, including 'TA Stak', 'Shu', 'Dawn Dumas', 'Nelly DeBross', 'A. DeLito', 'K. DeSot', and 'C. DeSot'.

Handwritten signatures and initials on the left side of the page, including '800', 'Elvreen', 'James Z...', 'Caryn Alho', 'Harry Juice', 'Alex L. B. Jones', 'Crystal McCray', 'J. R. Phillips', 'Dawn Bonin', 'Joyce DeLito', 'Bridget M...', 'N. DeSot', 'M. DeSot', 'Karen DeWall', 'Russell Johnson', and 'Paul Johnson'.

In the event of a natural disaster, EDD will continue its practice of assigning staff disaster related determinations. These schedules are not subject to this agreement. In the event of a significant

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economic down turn, which results in a significant increase in determination workload, EDD will use all appropriate resources including but not limited to, PIs and overtime. EDD will notice SEIU Local 1000 of this change so that the parties may meet and confer on the impact.

- B. An EPR assigned a full determination schedule will not be assigned to establish overpayments.
- C. If an EPR has completed all scheduled workload, he/she will be assigned additional work, including unscheduled determinations, exception lists, appeals, and other adjudication work.
- D. An EPR will be provided two (2) hours per week to complete unfinished work if there is a backlog.
- E. EDD will provide, for employees assigned to a determination workload, at least two (2) hours per quarter of ongoing training on the determination process.
- F. An EPR will do quality determinations. A quality determination is one that includes gathering pertinent facts and applying them to reach a decision of eligibility

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or denial of benefits based on law, precedent, and policy.

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G. The Union and the State shall convene a work group to discuss and review the Employment Development Department's Determination Scheduling Standards. The work group shall commence within 180 days of implementation of this contract. The work group will consist of five (5) members of management and five (5) members selected by the Union. Employees who participate on the work group will suffer no loss of compensation for attending work group meetings. The issues to be discussed will include, but not be limited to:

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1. Changes to determination processes;
2. Impact of technology to the determination process;
3. Impact of changing of internal and external requirements for documentation, processing, and overall quality determinations;
4. Development of pilot programs to improve work processes.

The workgroup shall develop a written report no later than July 1, 2021 that shall include recommendations by the work group for implementation within the Department.

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H. Upon completion of the written report in subsection G above, and upon request by either party, the parties agree to reopen this provision for reconsideration during the life of this contract, and shall meet within ninety (90) days of the request by either party.

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Joseph P. Johnson
Esreen
James Z...
Craig Allen
Harry P...
Shelli L. Bryan
Crystal McCray
R. P. Phillips
Dawn T...
Janyne...
Brendy M...
V...
W...
Karen Devall

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Neil [unclear]

07/29/19
2:10pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.15.11 Technician Rotation – Caltrans (Unit 11)

- A. Caltrans will implement and maintain a Transportation Engineering Technician (TET) Rotation Program as described in the published TET Rotation Program.
- B. Participation in the Rotation Program is voluntary for all permanent, full-time TETs in the large Districts (3, 4, 6, 7, 8, 10, 11, and 12).
- C. Headquarters Units will coordinate with districts to become involved. Management will consider requests of Headquarters technicians if assignments are available in adjacent districts that would not require a change in the employee's residence.
- D. Requests of employees in small Districts (1, 2, 5, and 9) who desire an individual rotational program will be considered.

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7/23/2019 11:15 AM

- E. The rotation program participation shall be voluntary by employees. To qualify to be involved in a rotation program, the TET:
1. Must have permanent status as a TET (completed probation period); and
 2. Must demonstrate, if requested, a knowledge of algebra and trigonometry; and
 3. Must have been in present functional area for one year (time can be reduced on an individual basis).
- F. Once an employee is committed to participate he/she shall complete the rotational assignment unless a mutual agreement by management and the employee is reached to terminate rotation. The participant's request of an assignment at the end of rotation shall be considered, however, operational needs shall determine the employee's assignment at the time of completion.
- G. The rotation program will not exceed two (2) years from the date it is started except in unusual circumstances. Generally an assignment will be no less than three (3) months and no more than

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TA 4:28 pm
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six (6) months. Assignments may be extended or reduced based on operational needs.

H. The rotational training assignments will involve any three (3) of the following major engineering functional areas:

Construction, Design/Project Hydraulics,
Maintenance, Material Lab, Transportation
Planning and Environment.

I. Each employee participating in the rotation program shall be assigned a Counselor for the purpose of jointly assessing program and the individual's progress on a periodic basis.

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Page 3 of 3
Albert
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Union Proposal

Bargaining Unit 1

Date 7/15/19 2:15pm

Proposal No: 1

The Union proposes the following language:

13.16.1 Employee Recognition and Morale Program

- Franchise Tax Board (FTB), and Board of Equalization (BOE), California Department of Tax and Fee Administration (CDTFA) and Office of Tax Appeals (OTA) (Unit 1)

TA 8-5-19
4:54pm
State

TA SEIU Local 1000
8/5/19 @ 4:54pm

A. The FTB agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.

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M. J.
K. Hoff
Susan D

B. The BOE agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.

C. The CDTFA agrees to continue the Employee

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C. Al
Harry Price
R. P.
Kevin D
James L.
M. J.
Susan P.
N. J.
J. M.
Crystal M.
Robert J.
Sheld L. Byers

TA SEIU Local 1000

Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.

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- D. The OTA agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- E. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed fifty dollars (\$50) per employee. Cash awards under this section are excluded from compensation for the purpose of retirement.
- E. Employee Peer Group Nominating Committee(s) will develop criteria for granting recognition consistent with the current guidelines. Any Unit 1 employee who volunteers to be on the committee

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will be selected to participate as a committee member.

G. This section is subject to the complaint procedure of Article 6 of this Contract.

TA SEIU Local 1000

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James Zues
~~Atreco~~
Jay Williams
Carafullo
Gary Price
J.R.P.M.
Karende Holl
Jean D. Cap.
Neal Clark
Dulvin Morrison
Vincent Brown
John C. Brown
Crystal McCray
Bobby Mott
Alex L. Bryan
Clara Lee
Russell Johnson
Mark Hill

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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.17.1 Independent Research/Professional Papers (Unit 1)

TA SEIU Local 1000

TA 7-29-19
2:18 PM
STATE

A. Upon prior approval of the department head or designee, the State may provide a Unit 1 employee up to forty (40) hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.

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S.S.N
Susan Dancy
Kelly Dancy

B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.

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K. Dancy
C. Dancy

C. Upon request by the employee, the department will


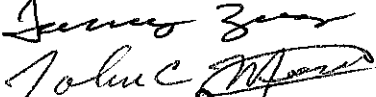
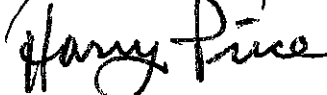

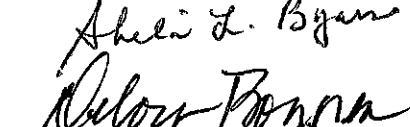
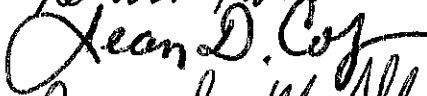


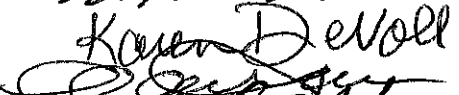
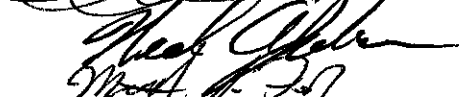
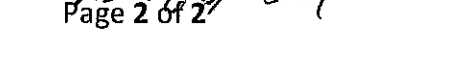
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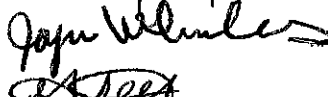
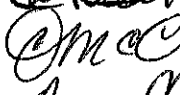


review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries.



This section is subject to the complaint procedures as specified in Article 6, Grievance and Arbitration.

D. Signature credit shall be given employees who author or co-author any independent research/professional papers research document.

TA SEIU Local 1000


James Zorn

John C. Moore

Harry Price

Mel
Alicia L. Byars

Deborah Brown

Jean D. Coy

Carole M. Allen

J. R. P. H. D.

Karen Devoll

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Brenda J. Mott

John Williams

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O. M. Croy

Russell Johnson

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Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45

Proposal No: 1

SEIU 1000
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Joshua
supervisor
Lead Board
2/11

The Union proposes the following rollover language:

13.18.15 Employee Group Meetings (Unit 15)

Supervisors shall conduct meetings at least once a month with Unit 15 employees to discuss work-related problems

and/or State initiated changes which affect Unit 15

employees and other information which is pertinent to their work performance. Supervisors will accept suggestions

from such employees on job improvements and submit the

suggestions to their management for consideration.

T.A. 8/2/2019 11:45AM

Christina Stangherman

[Signature]
Maggie Gray



Union Proposal
Bargaining Unit 20
Date 8/17/20

Proposal No: 2

TA
SEIU 1000
@ 1005 pm
8/17/19

The Union proposes the following rollover language:

13.18.20 Professional Practice Groups (PPG) (Unit 20)

A. The purpose of PPGs is to provide an orderly process through which Unit 20 Level of Care (LOC) nursing staff may participate regularly as a part of a group to:

1. Establish, maintain, and improve the standard of LOC nursing practices;
2. Function as a central group to assist in:
 - a. maintaining competence in LOC nursing practices;
 - b. increasing the scope of practice of LOC nursing staff by exposure to new skills, trends, and developments of practice within the provisions; and
 - c. recognizing and accepting responsibility for recommending improvements to LOC nursing practice;

Quana Brown
Karen Furtli
Steve Charles
WJ
Patricia J. Hagan

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Hilda Hagan
Annette Kahn

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3. Participate actively in efforts to define and upgrade the standards of LOC nursing practice, education, orientation, ethics, conduct, and achievement as required by the appropriate licensing board;
4. Serve as a centralized group for receiving individual or group concerns pertaining to health care delivery and channeling this input for study evaluation and consideration; and
5. Improve communications between members of the professions, related treatment/health care disciplines, and management and supervisors regarding new trends and changes in LOC nursing practices, such as a result of legislation, science, or new applications and interpretation of existing law.

B. Each PPG may be limited to LOC nursing employees. The size, composition, and frequency of meetings shall be determined by facility management. These meetings shall be open and other employees may attend on their own time or on State time with his/her supervisor's

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approval. The selection process shall include an election of representative rank-and-file LOC nursing employees and may also include direct appointments by management. Direct appointments may not exceed one-half (1/2) of the total membership of PPGs. Prior approval of agendas may be required. Each PPG may elect officers, publish agendas in advance, and distribute their minutes only within the facility. No bargaining unit officer or job steward may serve as an elected officer. Each PPG shall prepare minutes and provide a copy to management. Upon request, facility management may review the minutes and/or agenda prior to distribution.

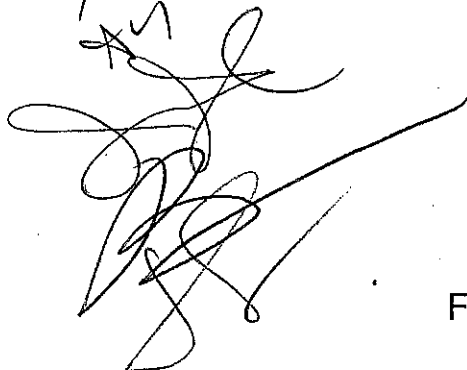
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- C. PPGs shall be able to use State facilities, clerical support, and mail systems consistent with current practices, workload and other facility priorities. Unit 20 LOC nursing employees participating in PPGs shall suffer no loss of compensation and shall receive no overtime as a result of attendance at any PPG meeting or assignments made by a PPG.
- D. PPGs may submit recommendations to facility management. Management shall

acknowledge the receipt of the recommendations and respond on a case-by-case basis as determined by management. It is understood by both parties that effective two-way communications improve morale and productivity.

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E. No PPG shall discuss any subject that falls within the mandatory or permissive scope of bargaining as it relates to wages, hours, working conditions, classification studies, or a subject of any grievance or complaint. PPGs may, however, provide suggestions to appropriate department management on improvements to in-service training, and the appropriateness of uniform requirements. No PPG communications, written or oral, may occur with any agency or organization other than the facility management without prior approval of the facility director or designee.

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F. All departments that currently utilize PPGs shall reaffirm, in writing, the importance of the PPG and encourage Unit 20 LOC nursing employees to attend the meetings. The date, time, and location

shall be provided to new employees during the formal orientation process.

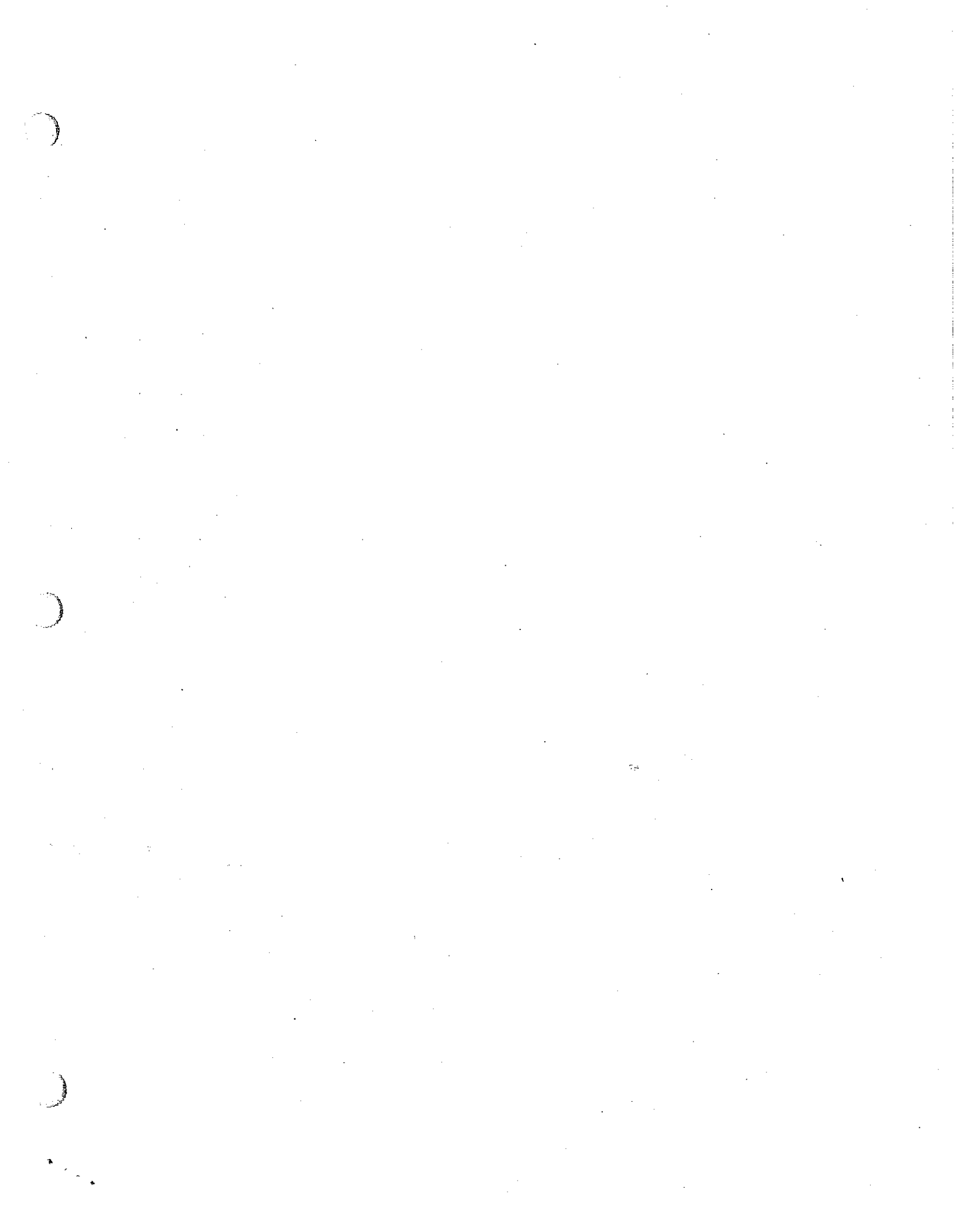
G. Subsections A and E of this section are not subject to the grievance and arbitration article.

H. This section shall apply only to those departments or facilities (as appropriate) where there currently exists a multi-disciplinary LOC nursing PPG.

Russ Beame
Karen Franklin
Theresa Charles
M & L
Patricia G. Heyman

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8/6/19
Union Proposal

Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.18.21 Professional Assessment and Development Committees (Unit 21)

The purpose of the Professional Assessment and Development Committee is to enhance professional development of Unit 21 employees through continuing education and training and improve professional standards through the review and revision of classification specifications.

The committee will also discuss best practices for creating a positive and professional environment, ensuring a culture that encourages professional growth, and enhancing employees' existing knowledge and skills, workplace diversity and equal opportunity, and cultural awareness.

1. The Committee will consist of equal numbers of management and Union representatives. However, there shall not be more than five (5) management representatives and five (5) Union

T/A 8/6/19
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Guy Bengtson
Marianne Hui
Katy DeBos
Annette Kar

representatives, unless increased by mutual agreement. The committee will meet on a quarterly basis and the meeting agenda will be established 30 days in advance of the meeting via conference call. The agenda will include discussion topics and identification of possible management attendees.

2. Committee recommendations, if any, will be advisory in nature.

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Professional Assessment and Development
Committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.

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Marian Jorg Hui
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Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45

Proposal No: 1

The Union proposes the following rollover language:

13.19.15 State-Required Training (Unit 15)

TA 08/02/19 @ 11:45 AM
Haley Williams
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Maggie Gray

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A. The State agrees to reimburse Unit 15 employees one hundred percent (100%) for expenses incurred as a result of completing training or education courses required by a department. Reimbursement shall be limited to tuition and/or registration fees; cost of course required books; transportation or mileage expenses from the employee's headquarters; toll and parking fees; lodging and subsistence expenses. Reimbursement for the above expenses shall be in accordance with section 12.1 of this Contract.

B. Unit 15 employees who are directed to attend a training course required by a department shall be granted reasonable time off without loss of compensation for courses that are scheduled during their normal working hours.

C. Unit 15 employees who are directed to attend a training course required by a department during

other than their normal working hours shall have their work schedule adjusted within their regularly scheduled workweek or be credited with time worked.

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D. An employee 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 State, or (2) because of death, prolonged illness, disability, or other similar event.

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8/2/19
@ 11:45
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Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45

Proposal No: 1

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The Union proposes the following rollover language:

13.20.15 Career-Related Training (Unit 15)

- A. Upon completion of an authorized career-related training or education course, a department shall reimburse a Unit 15 employee for up to fifty percent (50%) of course-required books and tuition. Unit 15 employees shall attend these courses on their own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.
- B. The employee shall receive reimbursement for tuition and books 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 similar event.
- C. To ensure equitable treatment among employees, each department shall make available to interested employees, its training policy. Unit 15 employees may make application for scheduled training courses. Each

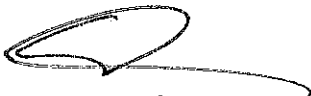
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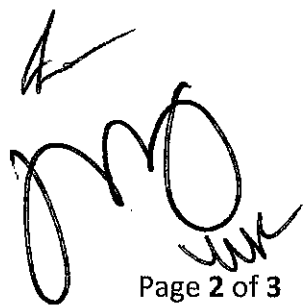
department shall give consideration to all requests for training.

D. 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 or are about to be changed substantially or eliminated by automation, technological changes, or other management-initiated changes.

E. 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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F. By September 1 of each year, each department shall provide the Union with a copy of its upward mobility policy. Thereafter, each department shall provide the Union with a copy when its upward mobility policy is changed.

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M...
James D...
C...
Linda D...
Z...

G. With prior authorization by a department head or designee, the State may reimburse and/or provide an amount of time off without loss of compensation for attendance at upward mobility career related training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

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Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45 AM

Proposal No: 1

~~SEIU 1000~~
~~Michael...~~
~~Joseph...~~
~~Christopher...~~
Yvonne Boccia
2/11/19

The Union proposes the following rollover language:

13.21.15 Orientation and Safety Training Excluding CDCR (Unit 15)

- A. Departments shall provide on-the-job orientation for all Unit 15 employees on his/her first day of physical employment.
- B. Safety training shall be provided within the first month of employment. The intent is to provide sufficient training to ensure that the employee will have the opportunity to perform his/her duties at a satisfactory level and in a safe and efficient manner.

T.A. 8/2/2019 11:45 AM
Joseph...
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Maggie Gray



Union Proposal

Bargaining Unit 15

Date 8/2/19

@ 11:45 AM

Proposal No: 1

The Union proposes the following rollover language:

13.22.15 CDCR (Adult Programs) Training (Unit 15)

A. The CDCR shall provide Unit 15 employees with forty (40) hours non-custody staff training in the In-Service Training (IST) units at their respective institutions. New Unit 15 employees shall be provided with this training within three (3) months of being hired. On the employee's first day of physical employment, on-the-job training will be given on "working in a correctional setting", which shall include Inmate/Staff Relations. Within the employee's first thirty (30) days of employment, the employee will be scheduled to attend "Non-custody" block training. Current Unit 15 employees shall attend training on an on-going basis in equitable ratio to other non-custody employees who have regular direct responsibility for supervising two (2) or more inmates. Attendance in IST training will be based on the availability of funds and space.

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TA 8/2/19

8/2/19 @ 11:45 AM
Stacy Williams

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Maggi & King

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- B. Upon the Union's request, each institution shall provide annually to the Union the number of its Unit 15 employees who have completed forty (40) hours of training.
- C. The CDCR shall provide training in a variety of forums relative to job related topics. The following training components can be used to address the job related issues, but does not limit the department to use other available training resources as follows: (1) the Centralized Food Services Library; (2) Cook/Chill Training Handbook; (3) Food Services Handbook; (4) Inmate Supervision, Timekeeping and Disciplinary Procedures; (5) Use of Force Procedures; (6) Tool Control Inventory; (7) HACCP Training Manual; (8) employee self protection training; and (9) ServSafe Certification.
- D. Whenever the training program for Unit 15 employees is substantially revised, the Union will be notified and given an opportunity to discuss the changes.
- E. The Union may propose revisions to the training

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TA 8/2/19
@ 11:45 AM
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for Unit 15 employees to the Chief of Department Training who will consider this input and notify SEIU Local 1000 of his/her decision in writing within thirty (30) days.

Mac Walter

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Wheeler [unclear]

Lisa [unclear]
[unclear]

The CDCR shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of his/her own, is unable to attend scheduled training, it shall not be noted in his/her annual performance evaluation.

TA 8/2/19 @ 11:45 AM
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Union Proposal

Bargaining Unit 15

Date 8/2/19
11:45

Proposal No: 1

The Union proposes the following rollover language:

13.23.15 CDCR Training (Juvenile Programs) (Unit 15)

TA 08/02/19 @ 11:45 AM
Haythirah
[Signature]
Maani Gray

SEIU 1000
MLP
DDM
AC
[Signature]
YAB
KYU

A. All new Unit 15 employees will be provided with an orientation handbook and an orientation checklist.

B. The California Department of Corrections and Rehabilitation shall provide Unit 15 employees with forty (40) hours of mandated Support Academy Training at the Juvenile Justice Training Center or at a designated location within six (6) months of being hired. Attendance at the Academy will be based on a space available basis.

C. The California Department of Corrections and Rehabilitation shall provide training at each individual institution in a variety of forums relative to job-related topics. The following are examples of training that can be utilized to address the job-related topics but does not limit the Department to utilize other available training components:

- 1. Orientation of new staff;

Munster
Jerry
april
Jacob
2/11

2. Crisis Intervention-Basic;
3. Ward Grievance-DDMS;
4. Infection Control;
5. Institutional Security;
6. Management of Assaultive Behavior-Basic;
7. Sexual Harassment;
8. Work Place Violence;
9. Cook/Chill Procedures;
10. Hazardous Analysis Critical Control Point (HACCP) Procedures; and
11. ServSafe Certification.

TA
8/2/19
11:45
SM
for
MO
MK

D. The California Department of Corrections and Rehabilitation shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of his/her own, cannot attend the scheduled training, it will not reflect as a "needs improvement" or "unsatisfactory" on their annual evaluation.

TA



Union Proposal

Bargaining Unit 20

Date 8/8/19

2:50 AM

Proposal No: 1

UNION
Amanda Plame
Karen Frankli
Steve Charles
WJ
Patricia Johnson

The Union proposes the following rollover language:

13.30.20 Orientation (Unit 20)

Departments shall endeavor to provide on the job orientation for all Unit 20 employees within two (2) months of being hired but no later than five (5) months of being hired.

The intent of the orientation shall be to provide sufficient training to ensure that the employee will have the opportunity to perform his/her duties at a satisfactory level in a safe and efficient manner.

STATE

amanda kahn
Paul [unclear]
Helen [unclear]
[unclear]
[unclear]



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.32.20 Education and Training Opportunities (Unit 20)

- A. Departments shall make available information on education opportunities and training to Unit 20 employees upon request. The departments shall continue existing practices of disseminating education and training information.
- 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 requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

TA
SEIU 1000
7/29/19
@1500
Karen Franklin
w/for
Patricia J. Heyman
Steve Chalk
M L K

State
Dale Jensen
Joseph D
Annette Kahn
[Signature]



Union Proposal

Bargaining Unit 17

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

13.24.17 Orientation (Unit 17)

A. Departments will provide an on-the-job orientation for all Unit 17 employees hired after the effective date of this Contract. The orientation will take place within thirty (30) days of employment.

B. Through the PPG's, Unit 17 employees may provide recommendations for content of the orientation program provided to nursing staff.

1:38pm
 TA UNION
 K. Cawant
 [Signature]
 B. Minko
 Tony Jackson
 D. Steadman
 M. J. H.

State
 Hilda H...
 [Signature]
 [Signature]
 Jewell



Union Proposal

Bargaining Unit 17

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

13.25.17 Mandatory Training (Unit 17)

TA 1:38pm
union
[Handwritten signatures: K. Lawant, Bob Muckoni, Tony Zuck, Dan Steedman, M. D. K., States, Haldeman, [unclear], [unclear], Jeff]

A. Unit 17 employees who are approved by the State to attend training courses required by the department shall be granted time off without loss of compensation when the course is attended during the affected employee's scheduled work hours. If attendance at such courses is required by the department during an employee's off-duty hours, such attendance shall be considered time worked.

B. Continuing education necessary for professional licensing shall not be considered mandatory training for purposes of this section unless a specified course required by the department incidentally meets the continuing education requirements. Nothing in this section shall relieve employees of any requirement to maintain professional licenses, certificates, registrations, etc.

C. Upon satisfactory completion of mandatory training,

7/30/19

the State agrees to reimburse Unit 17 employees for the expenses incurred. Reimbursement shall be limited to:

1:35pm
TA UNION
~~K. Cant~~
~~W. B...~~
~~B. M...~~
Tommy Gulard
D. Stedman
MK

1. Tuition and/or registration fees;
2. Cost of course-required books;
3. Toll and parking fees in accordance with Article 12 (Allowances and Reimbursements), section 12.1 (Business and Travel Expense);
4. Transportation or mileage expenses from the employee's headquarters in accordance with Article 12, section 12.1;
5. Lodging and subsistence expenses in accordance with Article 12, section 12.1

D. The departments shall establish reasonable policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

State
H. H...
J...
M...
J...



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

13.26.17 Non-Mandatory Training (Unit 17)

1:39pm
TA UNION

[Handwritten signatures: J. Cawant, [unclear], [unclear], [unclear], Dan Steadman, [unclear]]

[Handwritten signatures: State, [unclear], [unclear], [unclear], [unclear]]

A. For purposes of this section, "non-mandatory" training is training or education where attendance is generally requested/initiated by an employee and is not required by the department. With prior and express authorization by the department head or designee, the State may reimburse Unit 17 employees for up to one hundred percent (100%) of the cost for course-required books or tuition and/or provide an amount of time off without loss of compensation for attendance at non-mandatory training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that different amounts of reimbursement and release time may be provided to employees in the same or similar

situations.

- B. The departments shall establish policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

TA UNION 1:39pm

~~Handwritten signature~~

Handwritten signature

Don Steedman

MK

State
Hilda Herrera

Handwritten signature

Handwritten signature
Jeanette Hamilton



Union Proposal
Bargaining Unit 17

Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

13.27.17 In-Service Training (Unit 17)

*TJA 1:40pm
Union
K. Cawait
Nasser*

A. The CDCR shall determine the in-service training necessary for their Unit 17 employees and, upon request, shall seriously consider input from the Union. In-service training may include, but not be limited to, such topics as ward/inmates supervision, working relationship with wards/inmates, and ward/inmate disciplinary procedures.

*W. Miller
Tony Zuber*

B. Departments other than those noted in section A, shall develop and offer job-related in-service training on an annual basis. Each department shall develop its training plan and, upon request, shall seriously consider input from the Union. The training plans shall be published annually and distributed to all employees and the Union.

Dei Steadman

M. W.

State

C. All departments employing Registered Nurses with Professional Practice Groups shall reaffirm,

*Heidi Khan
[Signature]*

[Signature]
Seamus [Signature]

in writing, to each Hospital or Developmental Center Executive Director, Warden or Superintendent or appropriate administrator the importance of the Professional Practice Groups particularly as it relates to in-service training.

TA, 1:40pm
Union

K. Bryant
Bryant

Imashi
Tony Judah

Dir Steedman

M. L.

State

Hale Brown

AS
Sunder

M. P.
Janet Hamilton



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

13.28.17 Education and Training Opportunities and Resources (Unit 17)

A. Departments shall provide information on education opportunities, training, and training resources. This shall include the sharing of in-service continuing education course information on a regional basis between departments. Such information shall also be available to the Union upon request.

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 employee's expense and therefore the choice of activity is at

JA
1:40 pm
Union

K. Cavat
Monessa S.

Michelle
Tony Z...

D. Steidman
M. L.

State
H. H.

George
G. H.

TA 1:40pm
Union.

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.

K. G. Mart
[Signature]

[Signature]
Troy Zuber

Dan Steedman

State
Hilda Herrera

[Signature]

[Signature]
Jeanette Spinkler



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

13.29.17 Research Projects (Unit 17)

IA Union 1:41pm
[Handwritten signatures: K. Cantwell, Nancy Self, B. Martini, Tony Zubart, Di Steedman, M. J. K., State, Herb Skum, and another signature]

A. With the approval of the department, a Unit 17 employee may use State facilities for the purpose of conducting research when the employee is pursuing continuing education credits, is involved in a personal research project, or other departmentally approved training. The use of State facilities shall not result in increased costs to the State nor shall the rights of clients, patients, inmates, wards, or students be compromised.

B. Upon request of a SEIU Local 1000 Unit 17 representative, the department will provided the identification of those major funded research projects in the area of health care delivery that are being currently conducted or considered.



9:29 PM
TA 8/29/19

Union Proposal
Bargaining Unit 4

Date _____

6:25 PM
8/28/19

Kristine Rodriguez
Proposal No: 1

The Union proposes the following rollover language:

13.31.4 20/20 Program (Unit 4)

The State, where fiscally feasible, shall explore providing 20/20 programs for Unit 4 employees. Employees interested in pursuing this opportunity shall develop an education plan and/or Individual Development Plan with supervisor input.

The 20/20 program endeavors to provide the opportunity for employees to participate in state sponsored, college or university courses for up to twenty (20) hours per week without loss of compensation when employees would otherwise be scheduled for work. At the request of the Union, individual department(s) shall meet to explore the development of a 20/20 program(s).

B04
Karen Jeffers
Dreda Lopez
Mendiya
A. E. Corrao
Sheri Allen
Terry Gray
2/1/19

Stacy Minn
Joe Hargreaves
Jennifer
Kelly Robson
Patricia



931pm
8/28/19
TA

Union Proposal
Bargaining Unit 11

Date _____

626pm
8/28/19

Kristine Rodriguez
Proposal No: 1

Patricia
Lynn
Burgess

The Union proposes the following rollover language:

13.31.11 20/20 Program (Unit 11)

Starting on or before June 1, 2010, the State, where fiscally feasible, shall provide 20/20 programs for Unit 11 employees. 20/20 programs involve employee participation in a formal educational curriculum up to twenty hours per week without loss of compensation when the employee would otherwise be scheduled for work. At the request of the Union, individual department(s), where fiscally feasible, shall meet to explore the development of a 20/20 program(s).

Brook Willis
Anna Hutson
A. ...
Albert ...
The ...
Peter ...



934pm
TA 8/28/17

Union Proposal
Bargaining Unit 15

Date _____

6:28pm
8/28/17
Kristine Rodriguez
Proposal No: 1

SEIU 1000

The Union proposes the following rollover language:

13.31.15 20/20 Programs (Unit 15)

Where feasible, the State may explore providing 20/20 programs for Unit 15 employees. 20/20 programs involve employee participation in a formal educational curriculum up to twenty (20) hours per week without loss of compensation when the employee would otherwise be scheduled for work. At the request of the Union, individual department(s) may meet to explore the development of a 20/20 program(s).

Maria...
ap...
Lisa D. Bozard

Steven...
Denise...

SS



TA 9:41pm
8/28/19
Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA

The Union proposes the following rollover language:

13.31.20 20/20 Programs (Unit 20)

Where feasible, the State shall provide 20/20 programs for Unit 20 employees. 20/20 programs involve employee participation in a formal educational curriculum up to twenty (20) hours per week without loss of compensation when the employee would otherwise be scheduled for work. At the request of the Union, individual department(s) shall meet to develop a 20/20 program(s).

Applicants shall complete the Bargaining Unit 20 20/20 Program application form, which is included as a side letter to this Memorandum of Understanding (MOU). A copy of the application with the approval or the reason for denial shall be sent to SEIU Local 1000.

20/20 Program Application

SEIU Local 1000

Bargaining Unit 20 – 20/20 Program Application

Please note: By submitting this application you are in no way guaranteed acceptance into the Bargaining Unit 20 20/20 Program.

UNION
WJK
Russ Gamm
Karen Frank
WJK
Patricia Pleguez
Steve Davis

State
Debra
C
Prof
AF
JF

Walter Rodriguez
8/28/19
6:31 PM

Section A: Employee Request

Name (Print) _____ Request Date: _____

Current Position: _____ Seniority Score: _____ Department: _____

Primary phone #: _____ Email Address: _____

Course Schedule:

School: _____

Dates of Attendance: _____ Total Hours per Week: _____

What specific knowledge or skill will you learn?

How will the acquired knowledge or skill help improve your performance and/or prepare you for more advanced responsibilities?

Section B: Suggested Attachments

Any and all documents submitted may be taken into account when determining acceptance into the Bargaining Unit 20 – 20/20 Program.

- Individual Development Plan
- Summary of desired Degree/Certification/Education
- Detailed Course descriptions and schedule

UNION
MK
RR
KJ
WJ
PMT
JC

State
Heldman
A
Cruz
OJ
WJ
JC

RR

- Summary of pertinent work experience
- Any other documents believe would be beneficial for acceptance into 20/20 program

UNION

Section C: Approval or Denial

Your application is **APPROVED**.

W. J. P. _____
 Supervisor/Manager Facility Date

Russ Jensen

Kara Frank

W. J. P.
Patricia J. Hanna
Steve Charles

Your application is **DENIED** for the following reason(s).

 Supervisor/Manager Facility Date

CC: SEIU Local 1000, Bargaining Unit 20 1808 14th St. Sacramento, CA 95811

Steve
Heldt

W. J. P.

W. J. P.

W. J. P.

W. J. P.



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1000
@ 1435
8/5/2019

The Union proposes the following rollover language:

13.33.20 Mandatory Training (Unit 20)

A. The State agrees to reimburse Unit 20 employees for expenses incurred as a result of satisfactorily completing training or job-related continuing education courses required by the State. 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.

B. Reimbursement for the above expenses shall be in accordance with Article 12, section 12.1 of this Contract.

C. Unit 20 employees who are directed to attend a training course required by the department shall

[Handwritten signatures: Adam, Karen Franklin, WJ, Patricia G. Heynen, Steve, MLL]

State

[Handwritten signatures: Helen, [unclear], James, Ann, [unclear]]

be granted reasonable time off without loss of compensation for courses that are scheduled during their normal working hours.

Shanna
Karyn Franklin
W. J. ...
Patricia J. ...
Steph ...
M. J. ...

State
John ...
...
...
...
...



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1000
7/29/19
@ 1500

The Union proposes the following rollover language:

13.34.20 Non-Mandatory Training (Unit 20)

A. For purposes of this section, "non-mandatory" training is training or education where attendance is generally requested/initiated by an employee and is not required by the department. With prior and express authorization by the department designee, the State may reimburse Unit 20 employees for up to one hundred percent (100%) of the cost for course required books and/or tuition. The State may also provide an amount of time off without loss of compensation for attendance at non-mandatory training. Release time without loss of compensation may be granted for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that different amounts of reimbursement and release time may be provided to employees in the same or similar situations.

[Handwritten signature]
Karen Frenki
[Handwritten signature]
[Handwritten signature]

[Handwritten signature]
[Handwritten signature]
state
[Handwritten signature]
[Handwritten signature]
Annetta Kahn
[Handwritten signature]
[Handwritten signature]

B. It is the State's intent that this section shall be administered in a non-discriminatory and equitable manner. Allegations of favoritism or inequitable treatment shall be grievable up to CalHR.

TA
SACU 1000
7/29/19
1500

Karen Franklin

Wjm

Patricia Hymon

Steph Hales

WJM

State
Hilda
Judy
Annette Kahn
J
A



Union Proposal
Bargaining Unit 4

Date 7/16/19
11:25am

Proposal No: 1

The Union proposes the following language:

13.35.4 Employee Recognition and Morale Program – Franchise Tax Board (FTB) and Board of Equalization (BOE), California Department of Tax and Fee Administration (CDTFA) and Office of Tax Appeals (OTA) (Unit 4)

A. The FTB and the BOE, CDTFA and OTA agree to establish an Employee Recognition and Morale Program to recognize individual employees and/or a group of employees for outstanding contributions on the job. All Unit 4 employees are eligible for recognition under the program.

B. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed fifty dollars (\$50) per employee. Cash awards under this section are excluded from compensation for the purposes of retirement.

7/30/19
@ 10:34
Haley
B. Hayes 7/30/19 @ 10:34
Baldwin
M. K.
Jury Hayes
Duffy
Freda Lopez

BOE
Haley
Jury Hayes
[Signature]

C. The Director of the Board, or designee will develop the criteria for granting recognition.

D. This section is not subject to Article 6 of this Contract.

7/15/19 @ 10:34
SM
~~SM~~ 7/15/19 @ 10:34
BLW
AS
JRK
ML

B04
12
UM
TUG
MK
KYS
Cpallen



Union Proposal

Bargaining Unit 4

Date 7/30/19
@ 10:23 a.m.

Proposal No: 1

The Union proposes the following rollover language:

13.36.4 Library Technical Assistant (Safety) Upward Mobility (Unit 4)

A. Effective the pay period following agreement, Library Technical Assistant (Safety) employees enrolled in a graduate program at a library school accredited by the American Library Association (as required in the minimum qualifications for the Librarian – Correctional Facility specification) will receive up to forty-five hundred dollars (\$4500) tuition reimbursement from CDCR. At the end of each enrollment period, tuition shall be reimbursed for each class completed with at least a "C" or satisfactory grade. CDCR will allocate funding specifically for this program.

BU4
Harden
Minda
EA
Dada
Tony
Lafayette

TA - 7/30/19
@ 10:23 a.m.
Stacy
R...
7/30/19 @ 10:23
A Baltimore-Swains

20th



Union Proposal

Master Table

Date 8/14/19

1:49 pm

Proposal No: 1

The Union proposes the following rollover language:

TH

14.1 Classification Changes

State

A. When CalHR proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with CalHR regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal prior to submittal to the SPB for consideration.

B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.

C. If the parties reach an agreement, they shall jointly recommend, in writing, that the

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 ugwacker
 go
 FNLL
 Karen
 Brad Wilkins
 Robert
 Mark
 & Conant
 Johnson
 Mel
 Brian

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 [Signature]
 S.S.
 [Signature]
 [Signature]
 [Signature]
 Jeff
 Kelly
 [Signature]
 Mary
 Susan
 Mame

Handwritten signatures at the bottom right:
 [Signature]
 [Signature]
 Donna
 Cecilia
 [Signature]

Handwritten signatures and initials on the left side of the page, including names like "Kerr", "Brad", "Rob", "Mud", "L. Comant", "Aluma", "M. C.", and "Bob".

classification proposal be submitted to the SPB for the non-hearing calendar.

- D. If the parties do not reach an agreement the classification proposal may be submitted to the SPB.
E. In the event the SPB renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

Vertical list of handwritten initials and signatures on the right side, including "Stak", "R", "G", "H", "A", "B", "JTC", "K", "W", "M", "S", "MP", "B", "OH", and "SEP".



Union Proposal

Master Table

Date 8/26/19

8/24/19
2:07 PM
TA

Proposal No: 1

The Union proposes the following rollover language:

14.2 Out-of-Classification Grievances and Position Allocation

Hearing Process

A. Definitions

1. An employee is working "out-of-class" when he/she spends a majority (i.e., more than fifty percent [50%]) of his/her time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment.

Duties that are appropriately assigned to incumbents in the employee's current classification are not out of class.

Duties appropriately assigned are based on the definition and typical tasks enumerated in the California SPB specification.

Handwritten signatures on the left margin: *Ugurbek*, *TRM*, *Kerakoff's*, *Brad Miller*, *Robert Ben*, *Ma Shu*, *Kamat*, *Ahlama*, *Michelle*, *Diana Penn*

Stak

Handwritten signatures on the right margin: *[Signature]*, *S.S.*, *[Signature]*, *[Signature]*, *[Signature]*, *[Signature]*

Handwritten signatures at the bottom right: *[Signature]*, *[Signature]*, *[Signature]*, *[Signature]*, *[Signature]*

YBW
SR
TIA
Mz
BW
RV
MCP
KO
AK
ML
BP

Training and Development assignments are not out-of-class work.

2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.

Stake
R

3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out-of-class.

K
H
W
J
SO
A

B. Authorization and Rate of Pay

1. Notwithstanding Government Code sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to one hundred twenty (120) calendar days in any twelve (12) consecutive calendar months when

JTK
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to
MP
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YBW
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RV
MCP
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OR
MC
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it determines that such an assignment:

- a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,
 - b. Cannot feasibly be met through use of other civil service or administrative alternatives.
2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.
 3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to Title 2 California Code of Regulations sections 599.673, 599.674, or 599.676 if appointed to the higher classification.
 4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and

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BP

out of out-of-class assignments to avoid payment of out-of-class compensation.

- 5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

C. Out-of-Class Grievances and Allocation Appeals

- 1. The grievance and arbitration procedure described in subsection D below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by CalHR referenced in Government Code section 19818.16 or the State Victim Compensation and Government Claims Board.
- 2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code sections 19818.6 and 19818.20.
- 3. Employees may not separately file out-of-class grievances and position

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d

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BV
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allocation or reallocation grievances pertaining to the same duties and responsibilities.

4. The only remedy that shall be available (whether claiming out-of-class work or position misallocation) is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the one (1) year calendar period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator.

5. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.
2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance shall be filed on a CalHR 651

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MCP
SA
JR
ML
BP

(Job Description Form) provided by the State within:

- a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or
 - b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that he/she stopped working out of classification or his/her position became misallocated.
 - c. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in item b above.
3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in Article 6.

Stak

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misallocation grievances except as otherwise provided in this section.

E. The arbitrator's decision regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure section 1286.2 et seq.

Leguado
TDM
Karen Jeffers
Brad Wilks
Robert
Mark
Almad
Almad
MyCC
Bryce Peav

State

[Large handwritten signature]

Hat
in
SD
A
JH
GJC
K0
in

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Union Proposal

Master Table

Date 8/14/19
1:50 pm

Proposal No: 1

The Union proposes the following rollover language:

14.3 Classification/Pay Data

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for bargaining unit rank-and-file employees.

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uswaller
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Brad Wells

Bob

Mary
Lemant

Aleanna

Michelle

Brook Perry

Patricia

SSM
Walt

Shirley
JBB
Stacy

Key

Key Dabbs

My Nguyen

Mary

Susan Daves

Mame Felt

Donna Hadley

Cecilia

5/6/2019 9:03 AM



Union Proposal

Master Table

Date 8/14/19
1:51 pm

TK

Proposal No: 1

The Union proposes the following rollover language:

14.4 Duty Statements, Post Orders, and Work Instructions

(Excludes Units 17 and 21)

A. An employee shall be provided with a current duty statement for his/her position within fifteen (15) calendar days of his/her request. Duty statements must comply with the State Personnel Board job classification specifications.

B. Post orders in CDCR-Adult, and work instructions in CDCR-DJJ will be provided where applicable.

C. Duty statements, post orders, and work instructions shall be determined by the appointing power or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, his/her duty statement shall be reviewed, and if necessary, updated to reflect his/ her current duties.

D. Upon request, a Union representative for the affected bargaining unit will be provided access

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Karen Jffs
Bruce
Robert
Margaret
Alexanne
Brooks Pien

Paul
SSA
Hester

Jeff

Key Adams
W. Lyman
Mary Hall
Dusan Duvoy
Name Photo

Donna
Adesky

JFK
Christina
Stuykewand
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W. W. W. W. W.
800

T. D. M.
K. J. J.
B. P. L.
R. O. J.
M. A. J.
J. L. M.
S. W. P.

to existing duty statements, post orders, and work instructions for review, and may make recommendations for changes to the appointing authority or designee.

- E. The parties recognize that post orders in CDCR-Adult, and work instructions in CDCR-DJJ are not grievable or arbitrable, unless the post order or work instruction violates another section of this Contract.
- F. Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent if appropriate.

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Union Proposal
Bargaining Unit 17
Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

14.4.17 Duty Statements/Post Orders, and Work Instructions (Unit 17)

1:41 pm
TA UNION
[Handwritten signatures: Vanessa, Tony, Di Steedman, Mike, Steve, Heidi, and Jewel]

- A. Upon appointment to a Unit 17 position, departments shall provide each Unit 17 employee with a duty statement which describes the duties the employee is expected to perform. Duty statements shall be consistent with the Unit 17 employee's classification specification.
- B. In CDCR duty statements may be included in the Post Orders.
- C. Disputes over whether or not the duty statement is consistent with the class specifications shall be resolved through the grievance procedure. The decision reached at Step 3 (CalHR) of the grievance procedure shall be final.



Union Proposal

Bargaining Unit 21

Date 7/30/19

Proposal No: 1

4:10 PM T/A

The Union proposes the following rollover language:

14.4.21 Duty Statements, Post Orders, and Work Instructions (Unit 21)

Departments shall provide each Unit 21 employee with a current duty statement within fifteen (15) calendar days of request. Duty statements must comply with the SPB job classification specifications. Upon request, an employee who is transferred or reassigned on a permanent basis shall be provided a revised duty statement.

7/30/19

Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent.

Myel Corda
[Signature]

State
Maijiong Hui
Annitta Kahan
Ruby DeBos
Guy Berghout



Union Proposal

Master Table

Date 8/14/19
1:52 PM

Proposal No: 1

The Union proposes the following rollover language:

14.5 Automation and New Technology

The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

W. Walker

Theresa Kelly

Brian Walker

*Robert [unclear]
Marty [unclear]
& [unclear]*

Adrianne

*Myel Baden
Dorothy Peier*

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State

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5/6/2019 9:07 AM

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

14.6 Job Announcements

When a department posts a job announcement for which two (2) classifications may be considered, it shall provide the duty statement for each classification upon request to each candidate for the position.

8-14-19

TTA Stake 1:57pm

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CEP

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SSM
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Anthony Alvarado
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Guy Buehler
Dona Hades
[Handwritten signature]

Susan Dawey

Edo Ploos

5/6/2019 9:07 AM

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Mary Walt
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Nigel Corbin
Brooke Peen



Union Proposal
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Date _____

Proposal No: 1

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The Union proposes the following rollover language:

1:53 PM

14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees (Excludes Unit 14)

TO 8-14-19
State

A. The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

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B. Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

Handwritten signatures and notes at the bottom right of the page, including names like 'H...', 'G...', 'B...', 'D...', 'J...', 'S...', 'M...', and 'M...'. There is also a large handwritten '10' in a circle.



Union Proposal

Bargaining Unit 14

Date 7/30/19

@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

14.7.14 Assignment of Duties Normally Performed by Bargaining Unit Employees (Unit 14)

The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

TA SEIU Local 1000

Robert Jega

Edward Laga

Russell Johnson

TA 7/30/19

@ 2:50

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Chlor John

Adit U

A. Baldwin Grant

Cecilia Greenwald



Union Proposal
Master Table

Date _____

Proposal No: 1 *U: Nam*

The Union proposes the following rollover language:

8/19/19
State
FW

14.8 Contracting Out

A. Purpose

The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by bargaining unit employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by State departments.

B. Policy Regarding Personal Services Contracts and Cost Savings

Except in extremely unusual or urgent, time-limited circumstances, or under other

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circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

State

C. Information Regarding Contracts To Be Let

1. Departments will provide the Union's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in bargaining unit class specifications.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide the Union's designated representative with a copy of the

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Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed, but no less than five (5) business days thereafter, provided the contract is/will be for services found in bargaining unit class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D (1).

- 3. The purpose of this subsection C is to provide the Union with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with the Union for this purpose, if requested by the Union.

D. Review of Personal Services Contracts In Existence

- 1. Upon request of the Union each department shall submit copies of any or all personal services contracts that call for services found in

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bargaining unit class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than twenty-one (21) calendar days following the request by the Union, or longer if approved by the Union and the department. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in bargaining unit class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit

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classifications. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the Union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in bargaining unit class specifications. Costing information provided to the Union for protected contracts shall include total personnel costs for personnel services found in bargaining unit classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

2. Within ten (10) workdays after receipt of the personal services contracts and associated documents as provided for in paragraph D(1) above, the Union and the department shall begin reviewing the contracts. The Union and the department shall examine the contracts based on the purpose of this section, the terms of the contracts, all applicable laws, Federal

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mandates and court decisions/orders. In this regard, the Union and the department will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the Union and department.

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- 3. The Union and the department will continue to meet as necessary to examine personal services contracts which have been let.
- 4. If savings are generated by the termination of personal services contracts under this provision, it is the intent of the State to implement agreements of the Union and the department for utilization of said savings. Such agreements may include:

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- a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit employees;
- b. Enabling the employment of bargaining unit employees for services currently performed by contractors;
- c. Enabling of the conversion to bargaining unit civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the SPB;
- d. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee

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registries, and recruitment and retention incentives;

e. Such other purposes as may be mutually agreed upon.

E. Displacement Avoidance

1. The objective of this subsection is to ensure that bargaining unit employees have preference over contract employees consistent with, but not limited to the following principles:

- a. The duties at issue are consistent with the bargaining unit employee's classification;
- b. The bargaining unit employee is qualified to perform the job; and,
- c. There is no disruption in services.

2. To avoid or mitigate bargaining unit employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed

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by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the Union and the department that review personal services contracts determine that the terms and purpose of the contract permit the State to assign the work to a bargaining unit employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the

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Moving/Relocation section of the parties' collective bargaining agreement.

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Brad Wilson
Robert [Signature]
Margie [Signature]
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F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.

G. Relationship Between This Section And Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out.

Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

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Union Proposal
Bargaining Unit 1

Passed
Date 7/15/19 2:17pm

Proposal No: 1

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

James Z...
David
Jay W...
Cynthia Allen
Harry Price
J. R. Phillips
Karen D. Wall
Deon D. Cole
Michael...
Dalton Tom...
Wanda...
John C. Moore
Cynthia McCray
Brenda M...
Shelby G. Byars
Russell Johnson
Mark...

The Union proposes the following language:

**14.9.1 Classification Study: Investigative Auditor Work
Classification Study (Unit 1)**

~~No later than March 1, 2011 after ratification~~ The State and the Union agree to meet regarding investigative audit work performed by Bargaining Unit 1 classifications within the Board of Equalization, California Department of Tax and Fee Administration and Office of Tax Appeals, the Investigative Auditors at the Department of Justice, and the Investigative Certified Public Accountant class.

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. The State agrees that the Union representatives who are State employees shall serve without loss of compensation.

If changes to the class specification becomes necessary, such changes will be done in accordance with section 14.1 of this Agreement.

8-5-19
4:53pm

State TA
[Handwritten signatures]
7/15/2019 10:00 AM
Dusan Dewey



Union Proposal
Bargaining Unit 11
Date August 7, 2019

Proposal No: 2

The Union proposes the following language:

14.9.11 Laboratory Assistant Classification (Unit 11)

~~A. Within six (6) months of ratification of this agreement, the State agrees to conduct a classification review of the Laboratory Assistant and Laboratory Assistant (Correctional Facility) Series. The purpose of this classification review is to determine if the current class specifications adequately describe all facets of the work, (including but not limited to any required certifications or licensure), and establishes appropriate qualifications for the classification.~~

~~B. Any changes to the classification shall be handled consistent with Section 14.1 of this MOU.~~

T/A 08/07/19

Ben Williams
Ann Hutson
Albert M...
[Signature]
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T/A 3:01pm
08/07/19

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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

14.10.1 INTENTIONALLY EXCLUDED

TA SEIU Local 1000

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 James Zane
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 Karen DeWolfe
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7-29-19 2:13 AM
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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

14.11.1 INTENTIONALLY EXCLUDED

TA SEIU Local 1000

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Adam Poppen
Jean D. Coy
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Jay R. Phelan
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Union Proposal
Bargaining Unit 1

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Proposal No: 1

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The Union proposes the following language:

14.12.1 Personnel and Payroll Joint Management Workload Committee (Unit 1)

The State and the Union agree to convene a Joint Labor/Management Committee (JLMC) to review the Personnel and Payroll classifications' workload, training, upward mobility and overtime. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the joint Committee shall be one (1) individual selected by the Union and one (1) individual 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. Committee members and employee subject matter experts shall serve without loss of compensation.

STATE
7/29/19 2pm
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The Committee shall meet at a minimum of at least once per quarter. The Committee 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. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall endeavor to respond to the information requested before each scheduled meeting date.

STATE

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

1. Workload
2. Training
3. Upward Mobility
4. Overtime

[Handwritten signatures and initials on the right side of the page, including "STATE", "PR", "SJA", "ONE", "SD", "KD", "P", "KVS", "EE", "BK"]

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 SEIU Local 1000: "800", "James Zeng", "Harry Price", "Walt", "Sheli L. Byers", "Caralyn M. Allen"]

[Handwritten signatures for the State: "Deborah Coy", "Karen DeBelle", "Lucy R. Pylton", "Shelley", "Cynthia", "Nancy", "Brenda Mott", "John Whaltes", "John McCray", "Russell Johnson", "Mark F. Fort"]



Union Proposal

Bargaining Unit 15

Date 8/2/19

@ 11:45 AM

Proposal No: 1

SEIU 1000
Man State
[Signature]
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Goodboard
Zel A.

The Union proposes the following rollover language:

14.12.15 Custodial Equipment (Unit 15)

Backpack Vacuums

Employees shall have the option, upon request, to use upright vacuums instead of backpack vacuums.

T.A. 8/2/2019 11:45AM

Stacy H. Wanda
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Maggie C. King



Union Proposal
Bargaining Unit 1

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Proposal No: 1

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The Union proposes the following rollover language:

14.13.1 Lead Responsibilities (Unit 1)

A. This provision outlines the lead person's responsibilities and compares and contrasts them to those of a supervisor. The ~~strikeout~~ of the supervisor's responsibilities represents the intent to expressly exclude the negotiation of an agreement to the assigned supervisor's duties through this provision.

7/21/19
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K. Vasquez
Susan D...
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	Supervisor	Lead
1	Provide in-depth policy and procedure training.	Provide basic on-the-job training for assigned duties.
2	Assign work.	Assign work.
3	Counsel employees on: <ul style="list-style-type: none"> a. Attendance — problems b. Work related — problems c. Refer employees to EAP 	May recommend to supervisor that an employee would benefit from a work improvement plan only as it relates to work procedures or processes.
4	Initiate corrective action such as	Not a lead responsibility.

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	attendance restrictions and goal setting.	
5	Respond to, and resolve grievances at the informal and first level.	May attempt to resolve conflicts that arise as a result of workflow or procedures.
6	Prepare probation reports, annual evaluations, input of the self-appraisal reports.	May provide input of a factual nature regarding employee job performance.
7	Participate in performance appraisal evaluations.	Restricted to the technical portion of report pertaining to technical performance.
8	Approve or deny SISA's and MSA's.	Provide input on employee's job performance to the supervisor. No authority for an independent decision.
9	Discipline employees either informally or formally.	Provide input on employee's job performance to the supervisor. Not a lead function. No authority for an independent decision.
10	Write up required responses for supervisory input on the employee self-appraisal reports used in the testing process.	Provide input on employee's job performance to the supervisor. No authority for an independent decision.

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	vacancy within the work group.	make a recommendation to hire.
21	Make promotional commitments.	Provide input regarding employee's performance. No authority for an independent decision.
22	Sign summary of corrective discussion memo.	Not a lead responsibility.
23	Sign recommendations for adverse actions.	Not a lead responsibility.
24	Grant requests for leave of absence up to 10 days.	May provide input to supervisor. No authority for an independent decision.
25	Approve alternate work schedules.	May provide input to supervisor. No authority for an independent decision.
26	Move employees from shift to shift.	May provide input to supervisor. No authority for an independent decision.
27	Sign travel expense claims.	Not a lead responsibility.
28	Schedule overtime.	Not a lead responsibility.
29	Order travel.	May assist supervisor with travel agenda.
30	Set work hours.	Not a lead responsibility.

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31	Justify, request, and approve equipment orders.	May be asked to justify purchasing equipment. Cannot sign purchase orders.
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TA SEIU Local 1000

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Harry Price

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Catalyn M. Allen
Aedan D. Coy

John [unclear]
Dulorn Bonner

Karen Devell
Joy R. Kelly
Thea John

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Joye K. [unclear]
Brenda M. [unclear]
Doree Craig
Russell Johnson
Michele L. Ford

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Union Proposal

Bargaining Unit 4

Date 7/26/19
10:55

Proposal No: 1

The Union proposes the following rollover language:

14.16.4 Program Technician Classification Series (Unit 4)

The State and the Union agree to continue the joint labor/management classification committee to study the Program Technician series.

- A. The committee will consist of up to five (5) State representatives chosen by the State and five (5) Union representatives chosen by the union, who shall serve without loss of compensation.
- B. The committee will start meeting sixty (60) calendar days after ratification of this agreement. The committee will meet regularly as agreed to by the committee members. The committee will endeavor to complete this classification study within one year from the start.
- C. Any changes to the classification shall be handled consistent with Section 14.1 of this MOU.

BU4
7:30-19
10:23am

*Karen [unclear]
Mindy [unclear]
Lynn [unclear]*

*244
Lupillo
Deda Legree*

TA - 7/30/19
10:23 am
Stacy Alvarado
1023
7/23/2019 3:22 PM
A. Beckman-Swain



Union Proposal

Bargaining Unit 14

Date 8-9-19

Proposal No: 3

The Union proposes the following language:

14.17.14 Classification Review of Graphic Designer Series

(Unit 14)

TA SEN Local 1000
RV
SF
M

A. Upon the Union's request, During the first twelve (12) months of this Agreement, the State agrees to meet with representatives of the Union to determine if changes to the class specifications for the Graphic Designer Series are needed. These meetings will not exceed six (6) in total unless mutually agreed by both parties. If changes to the specifications are determined to be appropriate, the State agrees to pursue the revisions in accordance with section 14.1 of this Agreement.

TA
8/9/19
02:55
Stacy Blum
Baldwin
Cynthia
C...
C...

B. Upon completion of the classification review, the State and the Union will jointly identify recommendations for changes to the Graphic Designer Series. The Union shall be permitted to submit separate recommendations to the State.

8/9/19 2:00
T/C

If the State determines that changes to the specifications^S are appropriate, the State agrees to pursue the revisions in accordance with section 14.1.

TA SEIU Local 1000

Robert Koga
Edward Long
Russell Johnson

TA
8/9/19
2:00
SM
af
CSP
A-1



Union Proposal

Bargaining Unit 14

Date 7/30/19
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

**14.18.14 Classification Review of Exhibit Designer –
Installer (Unit 14)**

TA SEIU Local 1000
RV
SJP
RJ

A. The State agrees to conduct a classification review of the Exhibit Designer-Installer positions, used at the California Science Center. The State agrees to provide Unit 14 with a written status report, within six (6) months of ratification of this Contract. The purpose of the classification review is to determine if the current class specification adequately describes all facets of the work.

TA
7/30/19
@ 2:50
Stacy Blumenthal
C. Baker-Sneis
[Signature]

B. Upon completion of the classification review, the State will provide the Union with a copy of the results and recommendations. The State and the Union agree to meet and discuss the results of the review and recommendations, including the following:

If the analysis indicates an existing classification more accurately describes the work of the Exhibit

Designer-Installer positions at the California Science Center, and the Union concurs, the Union shall support the reallocation of the positions on a current basis to the appropriate class in accordance with SPB Law and Rules and shall not seek retroactive out-of-class pay or recognition.

TA SEIU Local 1000

Robert Jagan
Edward Kim
Russell Johnson

TA - 7/30/19
@ 2:50

Henry Blaranda
Adrian Blaranda
Uskell
Bryan Pittman
A. Baldwin Swais
Cecilia S. F...

TA @ 11:32 am



Union Proposal
Bargaining Unit 17
Date 7/26/19

11:30 AM

Proposal No: 1

The Union proposes to DELETE the following language:

~~14.19.17 New Classifications (Unit 17)~~

~~The State acknowledges the value of nurses and is interested in retaining nurses and encouraging them to grow and promote within their unique and dynamic field. In recognition of this and pursuant to the classification provisions contained in section 14.1 (Classification Changes), the State shall:~~

~~Within six (6) months of ratification of this Agreement by both parties, and upon request of the Union, the California Department of Public Health and Department of Health Care Services, Office of Labor Relations, will meet to discuss the findings of the 2003 draft specification revision. Two (2) California Department of Public Health and Department of Health Care Services Bargaining Unit 17 employees will be released for this meeting.~~

State
TA 7-26-19
11:32 AM
Hilda
Herrera
S. S. S. S.

Union
Tad
@ 11:32 AM
A. Stewart
Din Stedman
Tony Zuck
W. S. K.
N. S. S.



Union Proposal

Bargaining Unit 14

Date 7/30/19
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

14.20.14 Multimedia Specialist (Unit 14)

At the Union's request, the State agrees to meet with the Union to review Union information on a potential Multi Media Specialist class. Prior to the meeting, the Union will provide the State with possible class specification language such as:

- Typical Tasks
- Minimum Qualifications
- Essential Functions
- Classification

The Union may also provide suggested exam planning and sample duty statements.

TA SEIU Local 1000

Robert Vega
 Emanuel Lopez
 Russell Johari

TA 7/30/19 @ 2:50
 Stacy Hernandez
 Colin John
 Adell
 Christopher Van
 A. Bakun-Suarez
 Clea... E. Greenwald



Union Proposal
Bargaining Unit 17
Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

14.20.17 Classification Reviews (Unit 17)

The State shall establish a joint labor management committee consisting of three (3) representatives from SEIU Local 1000 and three (3) representatives from management to explore two (2) class specifications or specification series. SEIU Local 1000 representatives on the committee shall serve without loss of compensation.

The State and SEIU Local 1000 mutually agree the committee will focus solely on class definition, typical tasks, and minimum qualifications of the class specification. The parties also agree the classification committee shall not be used as a forum for discussion of salary-related issues. SEIU Local 1000 may initiate discussions on classifications to be addressed by the committee by providing to the State relevant data and justification that indicate changes may be needed in the specification or specification series.

The joint labor management committee shall complete one (1) classification review prior to the commencement of a

TA
1:42pm
Union

K. Cant
Narissa

Tommy
Din Steedman
MK

Sofia
Sally
Joelle

PA
Union 1:42pm

committee to address a subsequent classification review. It is the intent of the parties to complete the classification reviews prior to the expiration of this Contract; however, the primary goal of each committee is to ensure the review undertaken results in an accurate classification specification.

~~X~~
~~Carroll~~
~~1/18/19~~

The State and SEIU Local 1000 recognize that classification proposals reflecting recommendations developed by the committee require approval by CalHR and SPB.

W. M. ...
Tony ...

This section is not subject to the grievance and arbitration procedure of this Agreement.

Dai Steadman

MK

State
Hilda ...
...
James H. ...



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1000
7/29/19
@ 1501

The Union proposes the following language:

14.21.20 Classification Studies (Unit 20)

- A. The State and Unit 20 agree to establish a Joint Labor¹⁶⁴¹ Management^{space} Advisory Classification Committee to review and make recommendations on updating existing classification specifications which do not reflect the current duties.
- B. The Union will propose up to four (4) classifications for review by the Committee in a fiscal year. Each proposed classification revision may be submitted to CalHR for review and update and further consideration by SPB after the conclusion of action by the Committee.
- C. The Committee will consist of up to four (4) Union representatives and up to four (4) State representatives. The composition of the Committee may vary depending on the classification being discussed, however; in no case shall the membership of the committee exceed four (4)

[Handwritten signatures: Kuran Furankhi, W, Patricia J. ...]

[Handwritten signatures: State, Hildebrand, Annette Kahn, ...]

Union and four (4) State representatives. Union representatives will serve on the Committee with no loss of compensation or benefits.

D. The Committee will meet for a sufficient amount of time to properly address the issues. Release time of Union representatives shall be determined by the State subject to operational needs.

E. Classification studies initiated by this Article shall be administered pursuant to Bargaining Unit 20's MOU, Article 14.1 (Classification Changes). Upon meeting and conferring with the Union, CalHR and SPB approval, and certification of funds (Form 137) by all affected departments, the classification studies shall be implemented.

TA
SEIU 1600
7/29/19
@ 1501

[Handwritten signatures]
Karan Franklin
WJ
Patricia Johnson
Stephane
M. W.

State
Hilda

[Handwritten signatures]
Annette
Jenny



Union Proposal

Bargaining Unit 4

Date 8.9.19
11:24

@ 11:24 AM

Proposal No: 3

The Union proposes the following language:

14.25.4 Dispatcher Clerk/Dispatcher Clerk, Caltrans

Classifications Series-Task Force Study (Unit 4)

A. The State and the Union agree to form a joint labor/management classification ~~committee~~ task force to study the Dispatcher Clerk/Dispatcher Clerk, Caltrans Classifications series specifications.

B. The ~~committee~~ task force will consist of up to five (5) State representatives chosen by the State and five (5) Union representatives chosen by the Union, who shall serve without loss of compensation.

C. ~~The committee will start meeting after the completion of the Program Technician Classification Study. The~~ committee task force will meet regularly as agreed to by the ~~committee~~ task force members. The committee task force will endeavor to complete this classification study within ~~one~~ two years from the ~~start~~ ratification of this Agreement.

STA 11:26
8/9/19
J. Thompson
M. Kue
D. Lopez
A. Baldwin
M. P.

JA 8.9.19 11:26 AM
BU4
SAM
JEC
TAG
MK
KYS
JML


D. Any changes to these classifications and discussions of compensation shall be handled consistent with Section 14.1 of this MOU.

E. Upon conclusion of the task force, a joint report with recommendations for any changes to the classifications' specifications shall be submitted to CalHR's Personnel Management Division. Either party reserves the right to submit recommendations in addition to the joint report or if a joint report cannot be agreed to by both parties.

F. Upon the completion of the study, the State shall provide the Union with a written notification of its completion and a determination as to whether the recommendations for changes to the classifications' specifications will be pursued.

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

JA
8/9/19
SM
JTR
Doy
@
NB

Karen Jenkins
Minda Gabeiras
J & A Gabeiras
Larry Gray

Zach G
Freda Gabeiras



Union Proposal
Bargaining Unit 1

passed
Date 7/15/19 2:42pm

Proposal No: 1

TA
8-7-19
State

The Union proposes the following new language:

Article 14 – CLASSIFICATION

**14.XX.1 Classification Study: Television Specialist
Classification Study (Unit 1)**

No later than sixty (60) days after ratification, the State and the
Union agree to meet regarding work/duties performed by
Television Specialists within the State of California.

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. The State agrees that the
Union representatives who are State employees shall serve
without loss of compensation.

If changes to the class specification become necessary, such
changes will be done in accordance with section 14.1 of this
Agreement.

[Handwritten signature]

[Handwritten signature]
Kathy DeRoss

[Handwritten signature]
Cecilia
Angerique Delt
Drew Dawney

TA SEIU Local 1000
8/7/19 @ 2:30 pm
[Handwritten signature]
[Handwritten signature]
Harry F. Smith
[Handwritten signature]
Caryzillo
J.R. Peltro
Sheil. Bryan
Jean D. Coy
Ruben Pompa
[Handwritten signature]
Karen DeVall
[Handwritten signature]
Bandy M
McCrory
Russell Gray
[Handwritten signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

15.1 Appeal of Involuntary Transfer

A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under Article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the CalHR disapproves the transfer, the employee shall be returned to his or her former position, shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the CalHR laws and rules.

B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/ her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the

1:54 PM
8-14-19
State

TH

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S-G
[Handwritten signature]

[Handwritten signatures]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

CEP

Susan Davery
Kathy Holt

[Handwritten signature]

5/6/2019 9:28 AM

[Handwritten signature]
Katy Davery
Name BHTD

[Handwritten signatures and notes on the left side of the page, including 'W. Walker', 'TH', 'Karen', 'Brad', 'Robby', 'Marilyn', 'Conant', 'Sharon', 'April', 'Breen']

complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

C. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change his/her residence.

D. Employees, who are unwilling to accept the geographical transfer required by their current department, may pursue other options, such as but not limited to voluntary transfer, voluntary demotion, reduced work-time program, authorized partial service retirement, or voluntary retirement or resignation. Such employees who meet the CalHR, SROA definition, shall be considered surplus. The department head or designee shall make job opportunity bulletins and materials available to all eligible surplus employees. Eligible surplus employees shall be permitted to apply and compete for vacant positions of their current class or other classes to which he/she can transfer, pursuant to the SROA process. Article 16 shall govern employee rights and appeals under these conditions.

Stak

[Vertical list of handwritten initials]
R
S
A
M
D
G
M
JTK
SD
M
MP

[Handwritten initials]
BP
MP
MC

E. With prior supervisory approval, employees shall be allowed a reasonable amount of State paid time to participate in employment interviews associated with the efforts described in paragraph D above.

F. When a department has two (2) or more qualified employees in a class who are subject to an involuntary transfer which reasonably requires an employee to change his/her residence, the employee(s) to be involuntarily transferred shall be selected in inverse order of seniority. As an exception to inverse seniority, an employee in the same class and affected work unit who is qualified and more senior may request to be involuntarily transferred in lieu of a less senior employee. An employee whose request for transfer is granted, shall be entitled to moving and relocation expenses in accordance with Section 12.1. However, any associated reimbursements shall be subject to applicable IRS and FTB regulations.

Stark

[Handwritten initials and signatures on the right margin, including a large 'R' and various initials like 'JTR', 'SO', 'MH', 'JF', 'S', 'KP', 'MP']

[Handwritten signatures and names on the left margin, including 'Waller', 'Keren Oufes', 'Bradwell', 'MaSPAT', 'Allyson', 'Hull', 'Cowan', 'Blair']



Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45 AM

Proposal No: 1

SEIU 1000
mjd
DOL
AC
[Signature]
JAB
KYS

The Union proposes the following rollover language:

15.2.15 Joint Labor/Management Appeal of Involuntary Transfer (Unit 15)


A. Joint Labor/Management Committee

In the event that it becomes necessary for a department to involuntarily transfer five (5) or more employees in Bargaining Unit 15 covered by this agreement, the State and the Union will form a Joint Labor/Management Committee to address the affects of such transfer, including but not limited to the following issues:

1. Job placement assistance at the worksite to provide advice, counsel and placement of employees.
2. Available vacancies in other departments in employees' current classifications or other classes to which they can transfer.

TA 8/2/19
@ 11:45 AM
Stacy Linnich
Maggi Greig
[Signature]

3. Publication and dissemination of job opportunity bulletins.
4. Reasonable amount of State paid release time for employees to participate in employment interviews associated with the efforts described above.

mup
 DDM
 ac

 KVS

The committee shall have equal number of representatives from the State and the Union and shall convene within no less than sixty (60) calendar days of the effective date of the involuntary transfer and shall be provided a reasonable amount of State paid release time to meet with affected employees at the workplace to discuss employees' rights and options in accordance with Government Code, and the Contract.

B. Change In Work Location

The State's intent is to provide a Unit 15 employee with thirty (30) calendar days, but in no case shall the State provide less than fifteen (15) calendar days notice of a permanent change in their work location when the change is made at

TA 8/2/19
 @ 11:45 AM
 SMM

WIK



other than the employee's request. Unit 15 employees will be given the reasons in writing.

An employee can submit a written request to change his/her work location. The department shall respond in writing no later than fifteen (15) calendar days of the request. Requests shall not be unreasonably denied.

Max Slatt
Janet [unclear]
apples [unclear]
Yisa Breast
2/11/19

TA 8/2/19
@ 11:45 AM
Stacy Blum
MC

[Signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language.

15.3 Hardship Transfer

The State and the Union recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts a position in a lower paid classification, the State shall endeavor to reinstate the employee to their former classification and comparable salary level.

Transfers under this section shall be considered voluntary and any associated relocation costs shall be

TA

8/19/19 11:44am
Stat

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[Handwritten signatures: V. J. Walker, T. H. P., Keranoffs, Brad Wille, Robert, Mar, A. Conant, R. L. C., M. C., A. S.]

[Handwritten signature]

subject to the applicable CalHR laws and rules.

A department shall provide the employee and the Union, in writing, reason(s) for the inability to grant the transfer no later than sixty (60) days after the written request is made.

This section shall be grievable and filed with the department head and appealed to CalHR; it shall not be arbitrable.

underwriter
800
T.H.W.
Keren Jeffis
Brad Will
Robert
Marty
Cowan
Alum
Michelle
Alicia

State
For
Bun
MP
OH
K
G
CEP
W
TAM
JRE
5/6/2019 9:30 AM



Union Proposal

Bargaining Unit 3

passed @

~~1:27~~

Date 8-5-19

1:27 pm

Proposal No: 1

TAC @ 6:00 AM

The Union proposes the following rollover language:

15.4.3 Employee Opportunity Transfer (Unit 3)

A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities, or aptitudes.

B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:

8/5/19
~~MTA~~
M. [Signature]
Stephanie Knapp
M. [Signature]
[Signature]
[Signature]

~~STATE~~
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

PRO
AK
AK
AK

C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent full time employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the nonselection.

D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a

STATE
Garry Berg
8/2/2019 12:24 PM
[Handwritten signatures and notes]

thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

~~MSD~~
~~MSD~~
Alrapo
M. Ban

RL
M. Kinfel

STATE
Guy Burghart
Jennifer Winkler
J. Grace
Lynne
Frances
Chad
Alvin
7-7



Union Proposal

Bargaining Unit 15

Date 8/2/19 11:45

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000
MLP
ADM,
AC
[Signature]
KVS

15.4.15 Employee Opportunity Transfer (Unit 15)

TA 08/02/19 11:45 AM

A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.

[Signature]
[Signature]
[Signature]

B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department, in accordance with the following procedure:

- 1. Employees desiring an Employee

Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department.

Such transfer requests shall be to permanent positions in the same department within his/her current classification.

C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.

D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No

med
ADN
AC
YAB
KYU

TA 8/2/19
sm
md
h
ml

employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

Mac Kelly
David
Robert
David
Robert

TA
8/2/19
SM
[Signature]
[Signature]
[Signature]



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

TA 1:42pm
Unibr

The Union proposes the following rollover language:

15.4.17 Employee Opportunity Transfer (Unit 17)

- A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.
- B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance

K. Conant
Wanda J
M. M. M.
Tony Zuda
Dai Steedman
MK

State
Hilde Krum
J. J.
J. J.
Jesse/C

TA

1:42pm

Union.

with the following procedure:

1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.

KE

AS

MB

Fe

DS

MK

State

Hilda H...

[Signature]

[Signature]
James H. ...

JA 1:42pm

Unibr.



D. Permanent employees who wish to submit

Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

K. Cant

B. ...

W. ...

Tracy ...

D. Steadman

State

Blake ...

...

...

...



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1000
7/29/19
1503

The Union proposes the following rollover language:

15.4.20 Employee Opportunity Transfer (Unit 20)

A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.

B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance

[Handwritten signatures: Karen Frankhi, Thomas J. Heyner, Charles, M. J.]

[Handwritten signatures: State, John, Jeannette, Annika, and others]

with the following procedure:

1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.

DR
KJ
W
A
SC
MK

State
Hilda Herrera
J. [unclear]
Annette Kane
[unclear]
[unclear]
[unclear]

D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

TA
seen 1800
7/29/19 @ 503

Alum
Karan Frankli

WJ

Patricia G. Johnson

Steve Kulas
WJ

State
Hilda Senura
Jesse Blot
Annette Kahn
JL
OK
4



Union Proposal

Bargaining Unit 21

Date 7/30/19

Proposal No: 1

4:08 PM T/A

The Union proposes the following rollover language:

15.4.21 Employee Opportunity Transfer (Unit 21)

A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.

7/30/19

[Handwritten signatures]

B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:

State
Marian Song-Hui
Annette Kern
Kelly DeBos

Greg Buzhgrad

1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department.
2. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent full-time employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.

D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a

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thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

Neil Carter
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Chris Mumford

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Kelly DeBos
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Union Proposal
Master Table

Date _____

1:55 pm

Proposal No: 1

The Union proposes the following rollover language:

8.14.19

16.1 Layoff and Reemployment

A. Application

(TP)

State

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

B. Order of Layoff

Employees shall be laid off in order of seniority pursuant to Government Code sections 19997.2 through 19997.7 and applicable SPB and CalHR rules.

C. Notice

1. The State agrees to forward a copy of the layoff plan and a copy of the SROA/Surplus list (as it relates to a potential layoff) to SEIU

W Walker
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Key Dates
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Local 1000 as soon as each is approved by CalHR. It is understood that the layoff plan and the SROA/Surplus list may be approved at different times.

2. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.

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D. Grievance and Arbitration

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Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.

E. Transfer or Demotion in Lieu of Layoff

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

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F. Reemployment

In accordance with Government Code sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off.

Employees shall be certified from department or sub-divisional reemployment lists in accordance with section 19056 of the Government Code.

G. State Service Credit for Layoff Purposes

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In determining seniority scores, one (1) point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code section 19997.6.

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H. Departmental Vacancies

Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current SROA procedures.

I. Employees who are affected by layoff, reduction in time-base or other similar circumstances under this Article will be entitled to continuation of health,

W. J. Walker

dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.

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Union Proposal
Master Table

Date _____

Proposal No: 1

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The Union proposes the following rollover language:

16.2 Reducing the Adverse Effects of Layoff

Whenever the State determines it necessary to layoff employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.

8-14-19

State 1:57 PM

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Union Proposal

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Proposal No: 1

The Union proposes the following rollover language:

16.3 Alternative to Layoff

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

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Maria Polito
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5/6/2019 9:38 AM
Susan
Mary



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

16.4 Military Installations

The State agrees to notify the Union at such time as the State becomes aware of federal government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Department of the Military.

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Robert [unclear]
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Stephen [unclear]

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Miranda [unclear]
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Mame Politz
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Dana [unclear]
Domenica [unclear]
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Susan Dawey
Mary [unclear]

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

16.5 Layoff Employee Assistance Program (EAP)

Employees laid off shall be provided services in accordance with the EAP. Such services are term limited for six (6) months from the actual date of layoff.

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Union Proposal

Bargaining Unit 3

Date 7/25/19

Proposal No: 1

The Union proposes the following rollover language:

16.6.3 Special School Teacher Layoff (Unit 3)

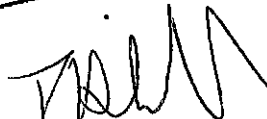
In the event a Special School Teacher will be laid off, the Special Schools will consider that teacher for vacant teaching positions in other Special Schools which require the same credential.

The Special Schools will endeavor to inform teachers by April 1 of a school year if they intend to layoff teachers.

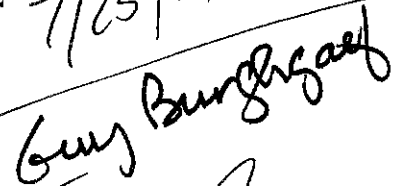
This does not preclude a Special School from laying off teachers if notice is not given by April 1.

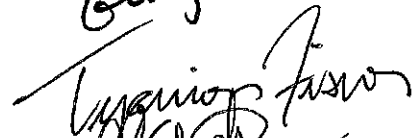
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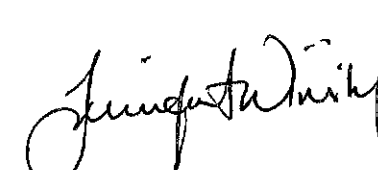
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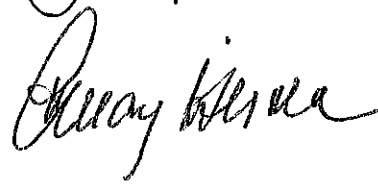

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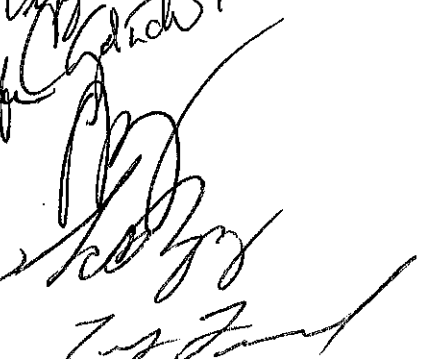
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Guy Burghardt

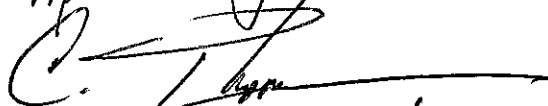

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Junita White


Corey Wilson


Tyrell Jones


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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

16.7.17 Continuation of Benefits (Unit 17)

A. Unit 17 employees who are affected by layoff, reduction in time base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidation Omnibus Reconciliation Act (COBRA).

TA @ 2023
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Union Proposal

Master Table

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Proposal No: 1

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The Union proposes the following rollover language:

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Article 17 Retirement

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as

summarized below. No provision of this Article shall be deemed arbitrable under the grievance and arbitration procedure, except

that any provision that defines the contribution rates shall be grievable to CalHR's level.

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Union Proposal

Master Table

Date 8/26/19

(passed) 8:56

Proposal No: 2

State

The Union proposes the following language:

17.1 State Miscellaneous/Industrial - First Tier A

Retirement Formula (2% at age 55), First Tier B

Retirement Formula (2% at age 60), and Public

Employees' Pension Reform Act (PEPRA) First Tier

Retirement Formula (2% at age 62)

A. Miscellaneous/Industrial First Tier members first employed by the State prior to January 15, 2011, are subject to the First Tier A Retirement Formula.

B. Miscellaneous/Industrial First Tier retirement members first employed by the State on or after January 15, 2011, and prior to January 1, 2013, are subject to the First Tier B Retirement Formula.

The First Tier B Retirement Formula does not apply to:

- Former state employees who return to state employment on or after January 15, 2011.
- State employees hired prior to January 15, 2011, who were subject to the Alternate

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Retirement Program (ARP).

- State employees on approved leave of absence prior to January 15, 2011, who return to active employment on or after January 15, 2011.
- Persons who are already members or annuitants of the California Public Employees' Retirement System (CalPERS) as a state employee, prior to January 15, 2011.

The above four categories are subject to the First Tier A Retirement Formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013, and who are not eligible for reciprocity with another California public employer as provided in Government Code section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

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D. The table below lists the First Tier age/benefit factors for First Tier A, First Tier B, and PEPRA retirement formulas.

Age at Retirement	First Tier A Formula (2% at age 55)	First Tier B Formula (2% at age 60)	PEPRA Formula (2% at age 62)
	Employees hired prior to January 15, 2011	Employees first hired on and after January 15, 2011, and prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A
51	1.280	1.156	N/A
52	1.460	1.224	1.000
53	1.640	1.296	1.100
54	1.820	1.376	1.200
55	2.000	1.460	1.300
56	2.064	1.552	1.400
57	2.126	1.650	1.500
58	2.188	1.758	1.600
59	2.250	1.874	1.700
60	2.314	2.000	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000
63	2.500	2.418	2.100
64	2.500	2.418	2.200
65	2.500	2.418	2.300
66	2.500	2.418	2.400
67 and over	2.500	2.418	2.500

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E. There are factors for attained quarter ages, such as 52 ¾. The retirement quarter age/benefit factors apply for service rendered on and after the effective date of the 1999-2001

Memorandum of Understanding between the State and the Union. The quarter factors also apply to past service that is credited under the First Tier A, First Tier B, and the Modified-First Tier PEPRA First Tier retirement formulas.

F. Employee Retirement Contributions

1. As stated in Government Code section 20677.71, effective November 2, 2010, miscellaneous and industrial members in the First Tier retirement or the ~~Alternate Retirement Plan (ARP)~~ subject to social security shall contribute eight percent (8%) of monthly compensation in excess of five hundred thirteen dollars (\$513) for retirement. Miscellaneous and industrial members in the First Tier retirement or the ARP not subject to social security shall contribute nine percent (9%) of monthly compensation in excess of three hundred

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seventeen dollars (\$317) for retirement.

2 . As stated in Government Code section 20683.2, effective July 1, 2013, First Tier industrial members, including ARP members, shall pay an additional one percent (1%) retirement contribution. Accordingly, effective July 1, 2013, industrial members who participate in social security shall contribute nine percent (9%) of monthly pensionable compensation in excess of five hundred thirteen dollars (\$513) and Industrial members who do not participate in social security shall contribute ten percent (10%) of monthly pensionable compensation in excess of three hundred seventeen dollars (\$317). This provision shall not apply to First Tier industrial members in Bargaining Unit 21.

3 . Effective July 1, 2023, the employee contribution rates described in 17.1(F)(1) and (F)(2) for miscellaneous and industrial retirement members, including ARP members, shall be increased by one half

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percent (0.50%). Miscellaneous members subject to social security shall contribute eight and one half percent (8.50%) of pensionable compensation in excess of five hundred thirteen dollars (\$513) for retirement. Miscellaneous members not subject to social security shall contribute nine and one half percent (9.50%) of pensionable compensation in excess of three hundred seventeen dollars (\$317) for retirement. Industrial members (excluding Bargaining Unit 21) subject to social security shall contribute nine and one half percent (9.50%) of pensionable compensation in excess of five hundred thirteen dollars (\$513) for retirement. Industrial members (excluding Bargaining Unit 21) not subject to social security shall contribute ten and one half percent (10.5%) of pensionable compensation in excess of three hundred seventeen dollars (\$317) for retirement. Industrial members in Bargaining Unit 21 subject to social security shall contribute eight and one half

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percent (8.50%) of pensionable compensation in excess of five hundred thirteen dollars (\$513) for retirement. Industrial members in Bargaining Unit 21 not subject to social security shall contribute nine and one half percent (9.5%) of pensionable compensation in excess of three hundred seventeen dollars (\$317) for retirement.

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G. Final Compensation

First Tier employees first hired on or after January 15, 2011 and prior to January 1, 2013, will, after completion of participation in the ARP, be subject to the two percent (2%) at age sixty (60) retirement formula with benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

First Tier employees in employment prior to January 15, 2011, will remain subject to the two percent (2%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of

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First Tier employees in employment prior to January 1, 2007, will remain subject to the two percent (2%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

17.2 Second-Tier Retirement Plan

8-14-19

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law. FA State 2:02 pm

A. Second Tier members first employed by the State and subject to CalPERS membership prior to January 1, 2013 are subject to the Pre-PEPRA Second Tier retirement formula.

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B. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

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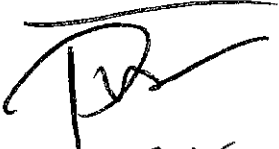
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Brad Walker
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C. The table below lists the Second Tier age/benefit factors for the Pre-PEPRA and PEPRA retirement formulas.

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Age at Retirement	Pre-PEPRA Formula (1.25% at age 65)	PEPRA Formula (1.25% at age 67)
	Employees first hired and subject to CalPERS Membership prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	0.5000	N/A
51	0.5500	N/A
52	0.6000	0.6500
53	0.6500	0.6900
54	0.7000	0.7300
55	0.7500	0.7700
56	0.8000	0.8100
57	0.8500	0.8500
58	0.9000	0.8900
59	0.9500	0.9300
60	1.0000	0.9700
61	1.0500	1.0100
62	1.1000	1.0500
63	1.1500	1.0900
64	1.2000	1.1300
65	1.2500	1.1700
66	1.2500	1.2100
67 and over	1.2500	1.2500

D. As stated in Government Code section 20683.2, effective July 1, 2013, Second Tier members, including ARP members, shall contribute one

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and one-half percent (1.5%) of monthly pensionable compensation for retirement, and will increase by one and one-half percent (1.5%) points annually. The final annual increase in the contribution rate shall be adjusted as appropriate to reach fifty percent (50%) of normal cost.

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Union Proposal
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The Union proposes the following rollover language:

17.3 First Tier Eligibility for Employees in Second Tier

A. New employees who meet the criteria for CalPERS membership have the right to make an election to be covered under a Second Tier Retirement Plan. If the employee does not enroll in a Second Tier Retirement Plan within one hundred eighty (180) days after the date of initial eligibility, the employee shall remain enrolled in the First Tier plan, as provided under CalPERS law.

B. An employee enrolled in the Second Tier retirement plan may exercise the First Tier right of election. An employee who makes this election is eligible to purchase past Second Tier service. The parties will work with CalPERS to establish more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from ninety-six (96) months (8

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years) to one hundred forty-four (144) months (12 years), and allowing employees to purchase partial amounts of service.

C. Employees who purchase their past service are required to pay the amount of contributions they would have paid had they been First Tier members during the period of service that they are purchasing. As required by CalPERS law, the amount includes interest at six percent (6%), annually compounded.

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Union Proposal

Master Table

Date 8/28/19

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Proposal No: 2

State

The Union proposes the following language:

17.4 State Safety A Retirement (2.5% at age 55), State

Safety B Retirement (2% at age 55), and PEPR

Retirement (2% at age 57) Formulas

A. State Safety members first employed by the State prior to January 15, 2011, are subject to the State Safety A Retirement Formula.

B. State Safety retirement members first employed by the State on or after January 15, 2011, and prior to January 1, 2013, are subject to the "State Safety B Retirement Formula." The State Safety B Retirement Formula does not apply to:

- Former state employees who return to state employment on or after January 15, 2011.
- State employees hired prior to January 15, 2011, who were subject to the ARP.
- State employees on approved leave of absence prior to January 15, 2011, who

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return to active employment on or after January 15, 2011.

- Persons who are already members or annuitants of the CalPERS as a state employee prior to January 15, 2011.

The above four categories are subject to the State Safety A Retirement Formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013, and who are not eligible for reciprocity with another California public employer as provided in Government Code section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

D. The table below lists the State Safety age/benefit factors for State Safety A, State Safety B, and PEPRA Safety retirement formulas.

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Age at Retirement	State Safety A Formula (2.5% at age 55)	State Safety B Formula (2% at age 55)	PEPRA State Safety Formula (2% at age 57)
	Employees hired prior to January 15, 2011	Employees first hired on and after January 15, 2011, and prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.700	1.426	1.426
51	1.800	1.522	1.508
52	1.900	1.628	1.590
53	2.000	1.742	1.672
54	2.250	1.866	1.754
55	2.500	2.000	1.836
56	2.500	2.000	1.918
57 and over	2.500	2.000	2.000

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E. There are factors for attained quarter ages, such as 52 ³/₄. The improved retirement quarter age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved quarter factors also apply to past service that is credited under the State Safety retirement category.

F. Employee Retirement Contribution

1. As stated in Government Code section 20677.91, effective November 2, 2010, State Safety

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members shall contribute nine percent (9%) of monthly compensation in excess of three hundred seventeen dollars (\$317) for retirement.

2. As stated in Government Code section 20683.2, effective July 1, 2013, State Safety members shall pay an additional one percent (1%) retirement contribution making their total contribution rate ten percent (10%) of monthly pensionable compensation in excess of three hundred seventeen dollars (\$317).
3. As stated in Government Code section 20683.2, effective July 1, 2014, State Safety members shall pay an additional one percent (1%) retirement contribution making their total contribution rate eleven percent (11%) of monthly pensionable compensation in excess of three hundred seventeen dollars (\$317).
4. Effective July 1, 2023, the employee contribution rates described in 17.4(F)(3) for State Safety A, State Safety B, and PEPR State Safety retirement formulas shall be increased by one half percent (0.5%). State Safety members shall contribute eleven and one half percent (11.5%) of pensionable compensation in excess of three

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.5 State Safety Retirement

A. Enrollment in the State Safety Retirement category shall be prospective only and prior service shall remain under the miscellaneous or industrial retirement category.

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Stacy Williams
2/19/19

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Gary Buford

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Donna Hadesky

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Jeff

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Susan Dawey
Mary Holt



Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

17.6 Enhanced Industrial Retirement

Eligible employees shall be covered by Government Code section 20047 "Enhanced Industrial Disability Retirement."

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Mr. Mike Polito
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Susan Darcy
May 2019



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.7 Public Employees' Pension Reform Act (PEPRA) of 2013

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A. PEPRA Definition of "Pensionable Compensation"

Retirement benefits for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United States Code section 430 (b). The 2016 limits are \$117,020 for members subject to social security and \$140,424 for members not subject to social security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

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B. Alternate Retirement Program (ARP) – New Employees

Employees first hired on or after July 1, 2013 shall

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Karen Jeffis
Brad Wells
Robert
Martha
K. Cant
Alanna
Mel Cole
Bob Peir

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

C. Equal sharing of Normal Cost

As stated in Government Code sections 7522.30 and 20683.2, equal sharing between the State employer and State employees of the normal cost of the defined benefit plans shall be the standard for all plans and employees. It shall be the standard that all employees pay at least fifty percent (50%) of the normal cost and the State employer shall not pay any of the required employee contributions. "Normal cost" is determined annually by CalPERS.

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Alanna
Bob Peir
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Union Proposal

Master Table

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Proposal No: 1

The Union proposes the following rollover language:

State

17.8 Tax Treatment of Employee Retirement Contributions

The purpose of this Article is to implement the provisions contained in section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21. Pursuant to section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation for section 414(h)(2) is accomplished through reduction in wages pursuant to the provisions of this Article.

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Brad Walker
Robt. W.
Mar. Star
A. Curran
A. Raimo
M. C.
Becky Pen.

Flanigan
S. S. M.
Stacy Mirmir
M. J. M.
B. J. W.
Gary
Bob
Diana Hedges
M. W.

Susan Dawey
Mary H. H.
Deborah
M. W.
Lee DePozzi
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Alan C.

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1. Definitions. Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

a. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 who make contributions to the STRS/CalPERS.

b. "Employee Contributions." The term "employee contributions" shall mean those contributions to the STRS/CalPERS which are deducted from the salary of employees and credited to individual employee's accounts.

c. "Employer." The term "employer" shall mean the State of California.

d. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Units 1, 3, 4, 11, 14, 15, 17,

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

Stok

- b. Employee contributions made under paragraph A of this Article shall be paid from the same source of funds as used in paying the wages of affected employees.
- c. Employee contributions made by the employer under paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
- d. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this

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Agreement directly instead of having them paid to the retirement system."

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Karen Jeffs
Brad Wilbur
Robert
M. S. P.
K. L.
A. L.
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B. P.

3. Wage Adjustment

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

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4. Limitations to Operability

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

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5. Non-arbitrability

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



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.10 1959 Survivor Benefit - Fifth Level

A. Employees who are members of the Public Employees' Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the Memorandum of Understanding for this section.

B. Pursuant to Government Code section 21581(c), the contribution for employees covered under this new level of benefits will be two dollars (\$2) per month as long as the combined employee and employer cost for this program is four dollars (\$4) per month or less per covered

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L. Kuma
Myrl Cook
Tracie Pies

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Stacy Murch
W. Ingram
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Susan Davey
Mary Hall
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Kate Dubois
Name P/hto

member. If the total cost of this program exceeds four dollars (\$4) per month per member, the employee and employer shall share equally in the cost of the program.

The rate of contribution for the State will be determined by the PERS board.

C. The survivors' benefits are detailed in the following schedule:

1. A spouse who has care of two (2) or more eligible children, or three (3) or more eligible children not in the care of spouse \$1,800.
2. A spouse with one eligible child, or two (2) eligible children not in the care of the spouse \$1,500.
3. One (1) eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age 60 \$750.

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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.11.21 Education Leave: Conversion at Retirement (Unit 21)

The State and the Union agree to the implementation that would allow the conversion of educational leave into retirement service credit under the CalPERS. Upon the retirement of an employee whose educational leave balance was not limited, as specified in article 8.28.21, all of the accrued hours of educational leave will be converted to CalPERS service. This conversion shall be at the same rate of conversion as is presently done with sick leave.

Unused Education Leave for State Members.

Pursuant to Government Code section 20963.1, a Unit 21 employee 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 board by the employer. The provisions of this section shall be effective for eligible State members

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who retire directly from State employment on and after
January 1, 2000, provided a MOU has been agreed on by
the State employer and the recognized employee
organization to become subject to this section.

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Annette Kahn
Kathy Dickson



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Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following language:

17.12.3 Retirement Systems: State Teachers' Retirement System (STRS) and Public Employees' Retirement System (PERS) (Unit 3)

The State and the Union agree to expansion of the provisions of Chapter 838, statutes of 1997 to include all State employees who are eligible for membership in both STRS and PERS.

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Union Proposal
Bargaining Unit 21

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Proposal No: 1

The Union proposes the following rollover language:

17.12.21 Retirement Systems: State Teachers' Retirement System (STRS) and Public Employees' Retirement System (PERS) (Unit 21)

The State and the Union agree to expansion of the provisions of Chapter 838, statutes of 1997 to include all State employees who are eligible for membership in both STRS and PERS.

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Union Proposal
Master Table

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The Union proposes the following rollover language:

17.13 Exclusion of Sustained Superior Accomplishment

The parties agree that payments made under the sustained superior accomplishment award program will not be considered as compensation for purposes of retirement.

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Union Proposal

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Margaret
& Conant
Shannon
Mike
Brook

The Union proposes the following rollover language:

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17.14 Streamlining the State Safety Retirement Process

A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code sections 19816.20 and 20405.1 and will not be subject to the provisions of Government Code section 18717.

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B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions that potentially meet requirements for safety retirement and to place all positions meeting safety retirement criteria into the safety retirement category following establishment by the SPB of the appropriate parenthetical safety classes.

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Kathy Phillips
Mancie Polite
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Susan Dewey
Maya Holt
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Union Proposal

Master Table

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Proposal No: 2

The Union proposes the following language:

18.1 Permanent Intermittents (PI)

A. Except as otherwise provided in this Agreement (e.g. Article 22, Article 23, etc.), a PI position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A PI employee may work up to one thousand five hundred (1,500) hours in any calendar year based upon Government Code section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department.

B. SPB rule 277 is one of the many employment alternatives the appointing power may use to fill vacant positions within a competitive selection process. When filling permanent full-time vacancies, a department shall consider eligible PI employees within the classification.

C. Each department may establish an exclusive pool of PI

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employees based upon operational need.

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D. Each department shall endeavor to provide a PI employee with seven (7) calendar days but in no case less than seventy-two (72) hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.

E. Upon mutual agreement, a department head or designee may grant a PI employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.

F. A PI employee will become eligible for leave credits in the following manner:

1. Sick Leave - A PI employee who has completed one hundred sixty (160) hours of paid employment will be eligible for eight (8) hours of sick leave credit with pay. The hours

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in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the PI employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:

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- a. Sick leave may be requested and taken in fifteen (15) minute increments.
 - b. A PI employee shall not be removed from scheduled work hours because he/she is on sick leave.
 - c. The administration of sick leave for PI employees shall be in accordance with Article 8, section 8.2, Sick Leave.
2. Vacation Leave - A PI employee will be eligible for a one-time vacation bonus of forty-two (42) hours of vacation credit following completion of their initial nine hundred sixty (960) hours of compensated work.
3. Thereafter, a PI employee will be eligible for

4. Annual Leave – A PI employee will be eligible for annual leave credit with pay, on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a PI employee will be eligible for annual leave credit with pay in accordance with the schedule in section 8.1(C), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

- a. Pay the PI employee in a lump-sum payment for accumulated annual leave credits; or
- b. By mutual agreement, schedule the PI employee for annual leave; or

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- c. Allow the PI employee to retain his/her annual leave credits; or
- d. Effect a combination of a, b, or c, above.
- e. A PI employee will be subject to the provisions of Article 8.1, Vacation/Annual Leave.

5. Holidays –

- a. A PI employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in Article 7 of this Contract in accordance with the following chart. If a PI employee works on the holiday, the employee shall also receive his/her hourly rate of pay for each hour worked unless the provisions of Article 19.2(B) apply.

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Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
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71-90.9	4
91-110.9	5
111-130.9	6
131-150.9	7
151 or over	8*

*Notwithstanding any other provision, an employee can only accrue up to eight (8) hours of holiday credit per holiday.

- b. When a PI employee in WWG 2 is required to work on an observed holiday, and the employee works one hundred fifty-one (151) or more hours in that pay period, the employee shall receive holiday compensation in accordance with Article 7(G).

- c. A PI employee will be eligible for a Personal Holiday (PH) following the completion of their initial nine hundred sixty (960) hours of compensated work. A PI employee will be eligible for a PH each July 1st thereafter and may accrue only one PH per fiscal year. A PI will

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receive paid time off for a PH on a pro rata basis as provided in the chart above, based upon the number of hours worked in the pay period during which the PH is taken.

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6. Bereavement Leave – A PI employee may only be granted bereavement leave in accordance with Article 8, section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A PI employee shall not be removed from scheduled work hours because he/she is on bereavement leave.

7. Jury Duty – A PI employee shall only be granted jury duty leave in accordance with section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A PI employee shall not be removed from scheduled

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work hours because he/she is on jury duty. When night jury duty is required of a PI employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the PI employee's work schedule. This includes any necessary travel time.

- 8. State Disability Insurance (SDI) – PI employees shall be covered under the SDI benefit in accordance with section 9.17.
- 9. Mentoring Leave – A PI employee shall be eligible for mentoring leave in accordance with Article 8, section 8.17, Mentoring Leave.

G. Monthly paid PI employees shall be paid by the 15th of each month.

H. Health/Dental/Vision Benefits – A PI employee will be eligible for dental these benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one (1) of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in

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a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the 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 PI employee must enroll in a dental benefit plan these benefits within sixty (60) calendar days from the end of the qualifying control period.

Stake

~~I. Health Benefits — A PI employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one (1) of two (2) control periods. To continue benefits, a PI 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 (2) consecutive control periods. For the 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 PI employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.~~

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~~J. Vision Service Plan — A PI employee will be eligible~~

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for the State's vision services plan during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one (1) of two (2) control periods. To continue benefits, a PI 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 (2) consecutive control periods. For the 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 PI employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.

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K. I. PI employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.

L. J. Flex/Elect and CoBen Cash Option Programs – PI employees in all SEIU bargaining units except 17 may only participate in the Pre-Tax Premium and/or the FlexElect Cash Option Program for medical health and/or dental insurance coverage if they meet the eligibility criteria for state-sponsored health benefits

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and the FlexElect Cash Option Program, including but not limited to having qualifying group health coverage from another source. Bargaining Unit 17 PI employees may participate in the CoBen Cash Option for health or health and dental coverage if they meet the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, including but not limited to having qualifying group health coverage from another source. PI employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI 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 or FlexElect Cash Options. PI employees choosing the FlexElect or CoBen Cash Option will qualify if they work at least one-half (1/2) time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled. Program must also meet all of the following criteria:

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1. must be eligible to enroll in health and/or dental

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coverage as of January 1 of the Plan Year for which they are enrolling and;

2. must have a PI appointment that is effective from January 1 through June 30 of the Plan Year for which they are enrolling and;
3. must be credited for at least four hundred eighty (480) paid hours during the January through June control period of the Plan Year for which they are enrolling and;
4. must have submitted the enrollment form during the FlexElect or CoBen open enrollment period or as newly eligible.

This subdivision is not grievable or arbitrable.

M. K. The call-in/scheduling of a PI employee and the hours of work an individual PI employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the PI schedule and record of PI hours worked per week on an ongoing and weekly basis.

N. L. A PI employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their PI employee position by management.

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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

18.2.1 EDD PI's Conversion and Ratio (Unit 1)

The ratio over a fiscal year of Employment Program Representative (EPR)/Disability Insurance Program Representatives (DIPR) permanent intermittent employees to permanent full-time employees within the EDD shall be as follows:

- A. No more than twenty percent (20%) of the EPR/DIPR in any branch of EDD shall be PI.

In the event of a significant economic change which results in a change in workload or a reduction in available resources, EDD will notice the Union of this change so that the parties may meet and confer on the impact.

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Shirley L. Byars
John C...
Dulorn Bonner
Jean D. Caf...
Carajo M. Allen
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Union Proposal
Bargaining Unit 4

Date _____

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8/28/19
K. Justice Rodriguez
Proposal No: 1

The Union proposes the following rollover language:

18.3.4 Seasonal Clerk (Unit 4)

A. The Seasonal Clerk, classification code 1120, is a non-testing, Temporary Authorization (TAU) appointment.

In accordance with Government Code sections 19063 through 19063.8, priority consideration shall be given to individuals receiving public assistance under the CalWORKS program.

B. Employees appointed to the classification of Seasonal Clerk work periodically or for a fluctuating portion of time as an hourly employee. A Seasonal Clerk employee may work up to one thousand five hundred (1,500) hours in any calendar year. The number of hours and schedule of work shall be determined based upon the operational needs of each department.

C. Each department shall endeavor to provide a Seasonal Clerk employee notice of seven (7) calendar days but in no case less than seventy-two (72) hours notice of their work schedule, except when they are called in to

Handwritten signatures:
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Arda Lopez
Mindy Gumbert
J. Alcaraz
Sherille
Tony Gray
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fill in for unscheduled absences or for unanticipated operational needs.

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- D. The call-in/scheduling of a Seasonal Clerk employee and the hours of work an individual Seasonal Clerk employee may receive shall be applied without prejudice or personal favoritism.
- E. Seasonal Clerk work schedules will be provided to the individual and posted on a monthly basis.
- F. A department will provide the initial work schedule to Seasonal Clerks as specified in 18.3(C) above. For any future schedule changes, management will endeavor to provide notice to the Seasonal Clerk(s) before the end of their work shift and in no event less than four (4) hours prior to the beginning of the next scheduled work shift. If management fails to provide a Seasonal Clerk notice that there is a lack of work for the next scheduled work shift, management will either provide four (4) hours of work or four (4) hours of compensation at management's discretion.
- G. The following articles/sections of the Memorandum of Understanding (MOU) as they apply to Unit 4, unless

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stipulated otherwise, shall also apply to Seasonal Clerks.

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Article 1 – RECOGNITION

- 1.1 Recognition
- 1.2.4 Designation of Confidential Positions (Unit 4)

Article 2 – UNION REPRESENTATION RIGHTS

- 2.1 Union Representation
- 2.2 Access
- 2.3 Use of State Equipment
- 2.4 Distribution of Union Information
- 2.5 Use of State Facilities
- 2.6 Steward Time Off
- 2.7 Employee Time Off
- 2.8 Union Steward Protection
- 2.9 Union Information Packets

2.10 Orientation

Article 3 – UNION SECURITY

3.1 Union Security

3.2 Release of Home Addresses: Non-Law
Enforcement Employees

Article 4 – STATE'S RIGHTS

4.1 State's Rights

Article 5 – GENERAL PROVISIONS

5.1 No Strike

5.2 No Lockout

5.3 Individual Agreements Prohibited

5.4 Savings Clause

5.5 Reprisals

5.6 Supersession

5.7 Non-Discrimination

5.8 Sexual Harassment

5.10 Labor/Management Committee

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5.11 Dignity Clause

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Article 6 – GRIEVANCE AND ARBITRATION PROCEDURES

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6.1 Purpose

6.2 Definitions

6.3 Time Limits

6.4 Waiver of Steps

6.5 Presentation

6.6 Informal Discussion

6.7 Formal Grievance – Step 1

6.8 Formal Grievance – Step 2

6.9 Formal Grievance – Step 3

6.10 Response

6.11 Formal Grievance – Step 4

6.12 Grievance Review

6.13 AWOL Hearing Back Pay

6.14 Mini-Arbitration Procedure

Article 7 – HOLIDAYS

(As specified in section H of Article 18.3.4)

Article 8 – LEAVES

8.1 Vacation/Annual Leave

8.2 Sick Leave

8.3 Bereavement Leave

8.6 Union Leave

8.10 Release Time for State Civil Service Examinations

8.11 Release Time for State Personnel Board Hearings

8.12 Leave Credits Upon Transfer in State Service

8.13 Court Appearance and/or Subpoenas

8.14 Jury Duty

8.16 Family Medical Leave Act (FMLA)

8.18 Work and Family Participation

8.20 Blood Donation Programs

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(As specified in section H (1), (2), (4), and (5), of Article 18.3)

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Article 9 – HEALTH AND WELFARE

- 9.5 Employee Assistance Program (EAP)
- 9.9 Presumptive Illness
- 9.10 Employee Injury on the Job
- 9.13 Long-Term Care Insurance Plan
- 9.14 Temporarily Disabled Employees
- 9.15 Industrial Disability Leave (IDL)
- 9.16 Group Legal Service Plan

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Article 10 – HEALTH AND SAFETY

- 10.1 Health and Safety Commitment
- 10.2 Health and Safety Committees
- 10.3 Occupational Hazards
- 10.4 Injury and Illness Prevention Programs (IIPP)
- 10.6 Emergency Evacuation Procedures

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- 10.7 Protective Clothing
- 10.9 Safety Equipment
- 10.10 Medical Monitoring
- 10.11 Hazardous Materials
- 10.12 Employee Restroom Facilities
- 10.19 Assaultive Behavior
- 10.21 Workplace Violence Prevention
- 10.22 Computer Work Stations
- 10.23 Independent Medical Examinations
- 10.27 Remodeling/Renovations and Repairs
- 10.28 Pest Control
- 10.29 Smoking Cessation
- 10.30 Health and Safety Grievances

Article 11 – SALARIES

- 11.1 Salaries
- 11.3 Salary Definitions
- 11.4 Timely Payment of Wages

- 11.7 Merit Salary Adjustments (MSA)
- 11.8 Night Shift Differential (Excludes Units 14, 15, 17 and 21)
- 11.9 Bilingual Differential Pay (Excludes Units 17 and 21)
- 11.10 Sustained Superior Accomplishment Awards
- 11.11 Union-Management Committee on State Payroll System
- 11.12 Deferred Compensation Plans
- 11.13 Tax Deferral of Lump Sum Leave Cash Out Upon Separation
- 11.17 Recruitment and Retention Differentials (Excludes Unit 17)

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Article 12 – ALLOWANCES AND REIMBURSEMENTS

- 12.1 Business and Travel Expenses
- 12.2 Moving and Relocation Expenses
- 12.3 Parking Rates

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- 12.4 Commute Program
- 12.5 Transportation Incentives
- 12.9.4 Overtime Meal Allowance (Unit 4)
- 12.10 Damaged or Destroyed Personal Property (Excludes Unit 17)
- 12.11 Uniform Replacement Allowance (Excludes Units 15 and 20)
- 12.13 Tools, Business Equipment, Materials and Supplies (Excludes Units 17 and 21)

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Article 13 – CAREER DEVELOPMENT

- 13.1 Performance and Evaluation Materials
- 13.2 Personal Performance Session (Excludes Unit 17)
- 13.3 Joint Apprenticeship Committee (Excludes Units 17 and 21)
- 13.7.4 Performance Standards (Unit 4)
- 13.35.4 Employee Recognition and Morale Program – FTB and BOE (Unit 4)

Article 14 – CLASSIFICATION

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- 14.1 Classification Changes
- 14.2 Out-of-Classification Grievances and Position Allocation Hearing Process
- 14.3 Classification/Pay Data
- 14.4 Duty Statements, Post Orders, and Work Instructions (Excludes Units 17 and 21)
- 14.5 Automation and New Technology
- 14.6 Job Announcements
- 14.8 Contracting Out

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Article 17 – RETIREMENT

- 17.1 First Tier Retirement Formula (2% @ 55)
- 17.2 Second Tier Retirement Plan
- 17.3 Intentionally Excluded
- 17.4 State Safety A Retirement
- 17.5 Intentionally Excluded

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- 17.6 Enhanced Industrial Retirement
- 17.7 Public Employees' Pension Reform Act (PEPRA) of 2013
- 17.7 Enhanced Industrial Disability
- 17.8 Tax Treatment of Employer Retirement Contributions
- 17.10 1959 Survivor's Benefits – Fifth Level

Article 19 – HOURS OF WORK AND OVERTIME

- 19.2 Overtime (Excludes Units 17 and 21)
- 19.3.4 Rest Periods (Unit 4)
- 19.4 Meal Periods (Excludes Units 17 and 21)
- 19.5 Set Up/Shut Down Time
- 19.11 Call Back Time
- 19.12 Standby Time

Article 24 – ENTIRE AGREEMENT AND DURATION

- 24.1 Entire Agreement

24.2 Duration

SIDE LETTERS

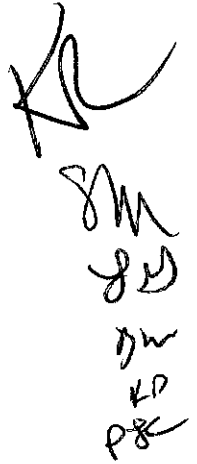
Side Letter 2 Domestic Partner

ADDENDUM I

Time Off for Victims of Domestic Violence

H. Unless otherwise stipulated above, a Seasonal Clerk employee will become eligible for leave credits in the following manner:

1. Sick Leave - A Seasonal Clerk employee who has completed one hundred sixty (160) hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the Seasonal Clerk employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:



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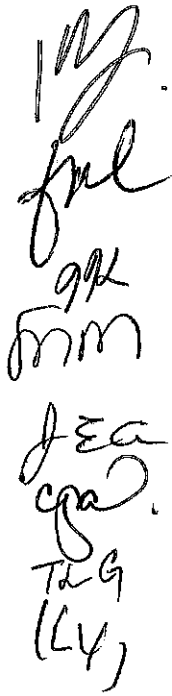
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- a. Sick leave may be requested and taken in fifteen (15) minute increments.
- b. A Seasonal Clerk employee shall not be removed from scheduled work hours because he/she is on sick leave.
- c. The administration of sick leave for Seasonal Clerk employees shall be in accordance with Article 8, section 8.2, Sick Leave.

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2. Vacation/Annual Leave - A Seasonal Clerk employee will be eligible for vacation/annual leave credit with pay on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a Seasonal Clerk employee will be eligible for vacation/annual leave credit with pay in accordance with the schedule in Article 8, section 8.1(A), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a

qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

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- a. Pay the Seasonal Clerk employee in a lump-sum payment for accumulated vacation/annual leave credits; or
- b. By mutual agreement, schedule the Seasonal Clerk employee for vacation/annual leave; or
- c. Allow the Seasonal Clerk employee to retain his/her vacation/annual leave credits; or
- d. Effect a combination of a, b, or c above.
- e. A Seasonal Clerk employee will be subject to the provisions of Article 8.1, Vacation/Annual Leave.

3. Holidays –

- a. A Seasonal Clerk employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for

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observed holidays specified in Article 7 of
 this Contract in accordance with the
 following chart. If a Seasonal Clerk
 employee works on the holiday, the
 employee shall also receive his/her hourly
 rate of pay for each hour worked unless the
 provisions of Article 19.2(B) apply.

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Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2
51-70.9	3
71-90.9	4
91-110.9	5
111-130.9	6
131-150.9	7
151 or over	8*

*Notwithstanding any other provision, an employee can only accrue up to eight (8) hours of holiday credit per holiday.

- b. When a Seasonal Clerk employee in WWG 2 is required to work on an observed holiday, and the employee works one hundred fifty-one (151) or more hours in that pay period, the employee shall receive

holiday compensation in accordance with Article 7(G).

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4. Bereavement Leave – A Seasonal Clerk employee may only be granted bereavement leave in accordance with Article 8, section 8.3 without pay, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A Seasonal Clerk employee shall not be removed from scheduled work hours because he/she is on bereavement leave. A Seasonal Clerk may elect to use available leave balances to receive compensation for leave time.

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5. Jury Duty – A Seasonal Clerk employee shall only be granted jury duty leave in accordance with section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A Seasonal Clerk employee shall not be

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removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a Seasonal Clerk employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the Seasonal Clerk employee's work schedule. This includes any necessary travel time.

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6. State Disability Insurance (SDI) – Seasonal Clerk employees shall not be covered under the SDI benefit.

- I. Monthly paid Seasonal Clerk employees shall be paid by the 15th of each month.
- J. A Seasonal Clerk employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their Seasonal Clerk employee position by management.
- K. All remaining conditions of employment that relate to the Seasonal Clerk employee shall be administered in accordance with existing laws, rules and regulations, unless modified by this Contract.
- L. Seasonal Clerk Shift Differential

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Freda Lopez
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J E Alcaraz
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1. Bargaining unit employees who regularly work shifts shall receive a night shift differential as set forth below:

- a. Employees shall qualify for the first night shift pay differential of forty-five cents (\$.45) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
- b. Employees shall qualify for the second night shift pay differential of fifty-five (\$.55) per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.

2. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.



Union Proposal
Master Table

Date _____

Proposal No: 1

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The Union proposes the following rollover language:

19.1 Hours of Work (Excludes Units 3, 17, and 21)

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A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.

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B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.

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C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.

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D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required

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if:

1. The change is due to an unforeseen operational need; or
2. The change is made at the request of the employee.

E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.

F. Workweek group policy for Fair Labor Standards Act (FLSA) - Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees

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exempt/excluded from the FLSA:

1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA - exempt/excluded employees may be

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required to work specific hours to provide services when deemed necessary by management;

5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted;

6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;

7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive workload or other special circumstances without charging leave credits;

8. Subject to prior notification and

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management concurrence, FLSA -
exempt/excluded employees may alter their
work hours. Employees are responsible for
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schedule and whereabouts. Prior approval
from management for the use of formal
leave (e.g., vacation, sick leave, personal
leave, personal day) for absences of an
entire day or more is required.

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Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following language:

19.1.3 Hours of Work (Unit 3)

- A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.
- B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.
- C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.
- D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:

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1. The change is due to an unforeseen operational need; or
2. The change is made at the request of the employee.

E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.

F. Workweek group policy for Fair Labor Standards Act (FLSA) - Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

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Following is the State's policy for all employees exempt/excluded from the FLSA:

1. Management determines, consistent with the

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current Contract, the products, services, and standards which must be met by FLSA - exempt/excluded employees;

2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;
5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences

T. ...
S. ...
M. ...
C. ...
J. ...

STATE
C. Roberts
M. J. Grose
J. J. Grose
Whisper
S. J. Grose
Amy Roberts

in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted.

For Unit 3 employees: partial day absences for medical appointments should be scheduled during non-student contact time unless otherwise authorized by management;

TA
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6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;
8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees

STATE
Chubb
M. J. Gme
J. S. Gme
J. S. Gme
Whistle
by
C. S. Gme

may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

FRM
Suzanne Krapp
M. S. Gme
M. S. Gme
C. S. Gme
P. S. Gme



Union Proposal
Bargaining Unit 17
Date 8/6/2019

Proposal No: 1

@ 2024
IA Union
K. Cant
B. M. K. S.
D. Stedman
T. J. Z.
M. K. S.

The Union proposes the following rollover language:

19.1.17 Hours of Work (Unit 17)

The regular work week of full-time Unit 17 employees shall be forty (40) hours and eight (8) hours per day. Work weeks and work days of a different number of hours may be scheduled by the State in order to meet the varying needs of the State.

State
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Union Proposal
Bargaining Unit 21

Date 7/30/19

Proposal No: 1

7/30/19

4:08 PM T/A

Miguel Colon

The Union proposes the following rollover language:

[Handwritten signature]

19.1.21 Hours of Work (Unit 21)

A. Employees in Work Week Group (WWG) 2 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:

1. Cash compensation shall be at one and one-half (1½) times the hourly rate.
2. Compensating time off shall be authorized at one and one-half (1½) hours for each overtime hour worked.
3. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least one-quarter (¼) hour at any one time. Overtime will be credited on a one-quarter (¼) hour basis with a full quarter of an hour credit granted if half or more of the

State

Maiarjong Hai

Annette Fuhr

Kelly DuRoss

Guy Burghoef

period is worked. Smaller fractional units will not be accumulated.

MC
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[Handwritten signature]

B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.

C. Notwithstanding any other provision of the MOU, for the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, compensated time off, or any other leave shall not be considered as time worked by the employee for the purpose of computing cash or compensating time off for overtime.

State
Mauinjong Hui
Arnette Kahn
Kelly DeBos
[Handwritten signature]

D. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it

meets the definitions and requirements of travel time in sections 785.41 of Title 29 of the Code of Federal Regulations.

E. No employee in a classification assigned to WWG E shall have his/her salary reduced (docked) for absences of less than an entire day.

Maryl Carlson
[Signature]
[Signature]

State
Marian Jang-Hui
Annette Keen
Kelly DeBass
[Signature]



Union Proposal
Master Table
Date 8/20/19

9m
TIA
Proposal No: 2

The Union proposes the following rollover language:

19.2 Overtime (Excludes Units 17 and 21)

UPROWCKER
MUSTATA
Luisa Pluma
Robert Jagan
James Zee
D. WILK
+ Gerard J. J. J.
Bradwell
Suddee Perno

A. Overtime is earned at the rate of one and one-half (1½) times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:

1. Ordered overtime of at least fifteen (15) minutes at any one time;
2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.

B. For the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, or compensating time off, or any other leave not listed below shall not be considered as time worked by the employee for the purpose of computing cash or

Stark
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L. S.
J. J. J.
H. J. J.
M. J. J.
V. J. J.
D. J. J.
J. J. J.
D. J. J.
J. J. J.
M. J. J.
D. J. J.
J. J. J.
M. J. J.
D. J. J.

compensating time off for overtime. Time spent on jury leave, military leave or subpoenaed witness leave under the provisions in paragraph E below, shall be included for the purpose of computing cash or compensating time off for overtime.

C. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the DIR determines that this provision is inconsistent with Labor Code section 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.

D. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable

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overtime worked by its employees.

E. Before an employee is required to work mandatory overtime, management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not be limited to: Permanent Intermittent employees, Retired Annuitants and volunteers. In addition management will make every effort to schedule overtime first for those employees who have not taken leave during the week and such employees may be mandated overtime only as a last resort.

As a last resort and in order to meet required staffing needs, if an employee in Bargaining Units 4, 11, 14, 15 or 20 is mandated to work overtime in the same week in which they use approved leave then that approved leave will be considered hours worked for purposes of calculating overtime. Sick leave is excluded from this provision.

F. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee. CTO may be

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taken only in units of time of fifteen (15) minutes or multiples thereof.

G. CTO for employees shall be earned on a time one and one-half (1½) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.

H. Employees may accrue up to two hundred forty (240) hours of CTO. All hours in excess of two hundred forty (240) CTO hours shall be compensated in cash.

I. Normally, an employee who has an accumulation of two hundred forty (240) hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.

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

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Code of Federal Regulations, except as provided in 1, 2 and 3 below.

1. Effective January 31, 2002, all time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the FLSA. For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.

2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of their normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for

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calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on state business. This paragraph does not apply to employees who voluntarily choose to travel outside their normal work hours.

Stark

3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in J(2) above.

Ugh Wacker
Maurice
Rumfume
Robert Vega
Luis Zuz
D. N. M.
Karen Jackson
Brad Wells
Suzanne Peerner

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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

*TA @2024
Union
XO Cant
BMM
Dir Steedman
Tony Z...*

The Union proposes the following rollover language:

19.2.17 Overtime (Unit 17)

A. Overtime is defined as any authorized time worked in excess of forty (40) hours per week.

B. For the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, compensating time off, or any other leave not listed below shall not be considered as time worked by the employee for the purpose of computing cash or compensating time off for overtime. Time spent on jury leave, military leave, subpoenaed witness leave, or under the provisions listed in paragraph J below shall be included for the purpose of computing cash or compensating time off for overtime.

C. Payment for authorized overtime may be by cash payment or compensating time off (CTO), at the discretion of the State.

*State
Alde...
S...
A...*

- D. Rate of payment for authorized overtime, whether cash or CTO, shall be at one and one-half (1-1/2) times the regular rate of pay for each hour of overtime worked, or fraction thereof rounded in accordance with the workweek group.
- E. If the State does not schedule CTO within one year from the date the overtime was earned, the State must provide cash payment for the overtime or may, at the request of the employee, extend the time the employee can take CTO. For the purposes of this contract section, authorized overtime is defined as overtime pre-approved by a designated supervisor. When an employee attempts to reach the designated supervisor for approval no later than thirty (30) minutes before the end of his/her shift, in order to request approval for overtime to complete mandated duties, failure of the supervisor to respond to the request or contact within thirty (30) minutes shall be construed as approved overtime authorization. Attempts for authorization must be supported by documentation as determined by departmental

Tx @ 2024
UNION

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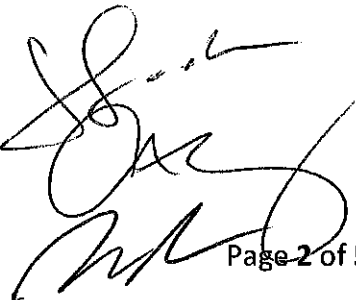
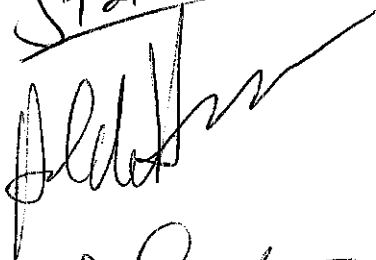
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policy.

- F. A Unit 17 employee may initiate a request for scheduling CTO which will not be denied without a work-related reason.
- G. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different from employees in the same or similar situations.
- H. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least fifteen (15) minutes at any one time. Overtime will be credited on a one-quarter (1/4) hour basis with a full quarter of an hour credit granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- I. In the DSH and DDS an employee shall have the choice of cash or CTO for overtime hours worked. Management shall have the option each fiscal year to compensate employees up to forty (40) hours with CTO. Prior to working overtime, the employee or the employer shall be notified if the

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TA @ 2024
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overtime is to be paid in CTO. Employees may accrue up to one hundred (100) hours of compensating time off. All hours in excess of the one hundred (100) hour CTO maximum shall be compensated in cash. If cash compensation is paid to an employee for accrued CTO, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Employees shall have the right to hold up to forty (40) hours of accrued CTO exempt from mandatory buyout.

- J. Effective the pay period following ratification before an employee is required to work mandatory overtime, management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not be limited to: Permanent Intermittent employees, Retired Annuitants and volunteers. As a last resort, to meet required staffing needs, when an employee is mandated to work overtime during a week with approved leave, other than sick leave, they will earn premium (1 1/2 time) overtime compensation for hours worked over forty (40) combined leave use,

State
[Handwritten signatures]

other than sick leave, and hours worked in that week.

Ta @ 2024
Union
K. Cant
P. M. K. S.
D. Steedman
T. J. J. J.
M. J. J.

State
M. J. J.
M. J. J.
M. J. J.

the additional rest periods.

C. Rest periods may not be accumulated nor may they be used to "make-up" time.

WALKER
T. KILL
Karen Giffis
Bradwell
Alfama
Blair

Stok
[Handwritten signatures and initials]

~~B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees~~

~~their location for the rest period.~~

~~Centers may be required to notify their supervisors before leaving their work area and inform them of~~

~~Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.~~

~~A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period.~~

19.3.4 Rest Periods (Unit 4)

The Union proposes the following language:

Proposal No: 1

10:07

Date 8.6.19

Union Proposal
Bargaining Unit 4



Handwritten notes on the right side of the page, including initials and dates like '8.6.19' and '10:07 AM'.

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TA
 8/16/19 @ 10:07
 2M
 8W
 20M
 28
 JTK

David J. [Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]

the additional rest periods:
 C. Rest periods may not be accumulated nor may they be
 used to "make-up" time.

07/29/19
2:10pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.3.11 INTENTIONALLY EXCLUDED

T/A 4:40 PM

Brad Wilson
CMAA Director
for one

Richard Schindler

Albert Mankel

Handwritten signature

T/A 4:40 pm
07/29/19

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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:

19.3.14 Rest Periods (Unit 14)

TA SEIU Local 1000
RV
GAP
RJ

A. Every employee will be granted a rest period not to exceed fifteen (15) minutes during each four (4) hours or major fraction thereof of a work shift unless there is an emergency or other circumstance to preclude it. The rest period shall not exceed thirty (30) minutes total for any day. Rest periods shall be considered hours worked. Rest periods not taken shall not be accumulated or used for overtime purposes. The State shall determine the time when the rest period is to be taken. A rest period normally will not be granted during the first or last period of the work shift.

B. Notwithstanding section A above, Unit 14 employees who choose and have management approval to work a straight eight (8) hour shift, may be granted one thirty (30) minute break in lieu of the two (2) breaks described in section A.

TA
7/30/19
@ 2:50
Stacey W.
[Signature]
[Signature]
[Signature]

C. An additional five (5) minute break per continuous hour of work on a computer shall be granted.


TA SEIU Local 1000

Robert Vega
Edward Page
Russell Johnson

TA - 7/30/19
@ 2:50

SM

AK


BWA
CST



Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45 AM

Proposal No: 1

SEIU 1000
MLP
BDS
AL
R
YAB
KYS

The Union proposes the following rollover language:

19.3.15 Rest Periods (Unit 15)

A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.

B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.

TA 8/2/19
@ 11:45 AM
Stacy Whittle
Maggie Gray

A
MO

C. Rest periods may not be accumulated nor may they be used to "make-up" time.

D. If a Unit 15 employee in the CDCR who has a custody control assignment is unable to take his/her individual rest period due to workload and/or lack of coverage and the supervisor provides for coverage, the supervisor will allow the employee to combine the daily rest periods into one rest period, not to exceed a total of thirty (30) minutes.

Ma [unclear]
June [unclear]
Apr 16 11:45
[unclear]
Minneapolis
2/14/19

TA 8/2/19 @ 11:45 AM
SM
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A
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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.3.17 Rest Periods (Unit 17)

A. One (1) rest period of fifteen (15) minutes shall be scheduled by the supervisor during each four (4) hour segment worked by the employee. Employees shall be permitted to take breaks except when required to meet an unforeseen business necessity.

B. A rest period shall not be granted during the first or last hour of the work shift. Rest periods may not be accumulated, nor may they be used for overtime purposes.

C. *→ TC 9:35 AM* With the approval of his/her supervisor, the employee may take the break away from the employee's work area provided the employee is back in the work assignment at the end of the rest period.

*TA @ 2025
UNION*

*X Gavarr
Nanessa*

*W. M. M. M.
Tony Jordan*

Du Steadman

[Signature]

*State
[Signature]*

[Signature]



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1000
7/29/19
@1504

The Union proposes the following rollover language:

19.3.20 Rest Periods (Unit 20)

A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.

B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's

[Handwritten signatures and initials on the left side of the page, including names like Karen Franklin, Patricia J. Hegner, and others.]

request, the State shall consider permitting other employees the additional rest periods.

C. Rest periods may not be accumulated nor may they be used to "make-up" time.

TA
SEIU 1080
7/29/19.
@1504

Glenn
Karen Frank
Wf

Patricia G. Hemen

Stephanie
Med W.

State

Dale Hemen

Jeanette

Annett Kahn

JL
Ory
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8-1-19
2:14 pm
State

19.4 Meal Periods (Excludes Units 17 and 21)

TH

A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.

B. When employees assigned to a straight eight (8) or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.

C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall

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Keren
Bradwell
Rob
Ma
Alman
Blair

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SSA
Held
Harry
Vigney
Bunif W
[Signature]
[Signature]
Dana
Jill
Susan Emery
Ray Holt

Handwritten signatures and notes at the bottom right:
Hauler
[Signature]
[Signature]
[Signature]
5/6/2019 11:51 AM
Mama



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.4.17 Meal Periods (Unit 17)

TA 2025
Union
[Signatures: K. Lyant, Vanessa, B. M. K., Tony, Di Steadman, M. L. K.]

A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees will be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be determined by the State.

B. Meal periods shall not be counted as part of total hours worked except for those employees who are required by the State to perform assigned duties or remain at their work station during meal periods. When employees are required to work through their meal period, the State shall either adjust the employee's workweek schedule or credit the employee for the time worked.

State
[Signatures: W. L. J., J. O., M.]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.5 Set Up/Shut Down Time

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

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07/22/19
2:10pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.6.11 Seasonal Employee Work Schedules (Unit 11)

Management will endeavor to provide notice of future work schedule changes to seasonal employees before the end of their work shift and in no event less than four (4) hours prior to the beginning of the next scheduled work shift. If management fails to provide a seasonal employee notice that there is a lack of work for the next scheduled work shift, management will either provide four (4) hours of work or four (4) hours of compensation at management's discretion.

Brad Wilbur
Amy Hutson
Albert [unclear]
Patricia [unclear]
Patrick James [unclear]
Mack [unclear]

TA 4:41pm
07/22/19

[Handwritten signatures and initials]
7/23/2019 11:23 AM



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.6.17 Show Up Time (Unit 17)

TA @ 2026
UNION

A. The provisions of this section shall apply only to Unit 17 employees in WWG 2.

[Handwritten signature]
[Handwritten signature]

B. An employee who shows up for work at an assigned starting time and has not been notified by the employer prior to reporting not to so report, shall be guaranteed at least four (4) hours of work or shall be paid a minimum of four (4) hours at the employee's appropriate rate of pay.

[Handwritten signature]
[Handwritten signature]

C. When a training session is scheduled on an employee's authorized day off and the training session is canceled without prior notice to the employee, the employee shall be guaranteed at least four (4) hours of work or shall be paid for a minimum of four (4) hours at the employee's regular rate of pay.

[Handwritten signature]
[Handwritten signature]

D. When a training session is scheduled on an employee's scheduled work day and outside the employee's

State
[Handwritten signature]

[Handwritten signature]
[Handwritten signature]

7/20/2016
UNION

K. C. [unclear]

[unclear]

[unclear]

Tommy [unclear]

Di Steadman

M. J. [unclear]

scheduled work shift, and the employee is required to attend and the training session is canceled without prior notice, the employee shall be compensated for the actual time from the beginning or end of his/her shift to the notice of cancellation.

State

[unclear]

[unclear]



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.7.17 Report Preparation Time (Unit 17)

In twenty-four (24) hour institutions there are numerous reports required by the hospital, and/or licensing, and/or Joint Commission for Accreditation, and/or court governing agencies. Many of these reports can only be performed by the Unit 17 professional licensed staff. In the interest of allowing Unit 17 employees to do thorough and timely reports, their day shall take into consideration the time necessary to complete these reports.

TA @ 2024
Union

[Handwritten signatures: K. Conway, Vanessa, B. M. M., Tony Zuber]

[Handwritten signatures: DuSteedman, M. J. C.]

State

[Handwritten signatures: Alder, J. S., M. J.]

Union Pass
@ 5:47pm



Union Proposal
Master Table
Date 8-20-19

TR
8/22/19
11:50 AM
Proposal No: 2

The Union proposes the following language:

Ly RW
Robert Vega
Anna Brown
Karen Paffis
Brad Willis
Mustafa
Luis Zayas
Socorro Perea

19.8 Flexible Work Hours (Excludes Units 17 and 21)

A. Every department shall ^{have} offer a flexible work hours program which shall include flexible work hours, an alternate workweek schedule, and/or reduced workweek schedule.

A.B. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.

B.C. Any denial of requests made under subsection A B shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel or make permanent

8/20/19
10:54 PM
State
Pamela
Shirley
Hilary
Marianne Polite
Cynthia Gold
Susan Dancy
Jill
Donna Nadeau
Keyna Ross
Theresa
Alan

ADT

changes to flexible work hours, alternate work schedules, or reduced work time schedules.

GD. An "alternate workweek schedule" is a fixed work schedule other than standard work hours.

"Flexible work hours" allows for the change of work schedules on a daily basis. "Reduced work time" is defined in Government Code sections 19996.20 through 19996.29.

Y. G. Walker

Robert Vega

Alicia Barona

Karen Jeffis

Brad Willett

Mary Ann

TRW

James Zarr

Broderick

Stak

R

S. Sm

MP
CE
SH
JTK

SH
KD
VN
2
at

ADT



Union Proposal
Bargaining Unit 17
Date 8/20/19

8/20/19 9:13 AM

Proposal No: 1

TA
@

The Union proposes the following rollover language:

TA

**19.8.17 Flexible Work Hours and Alternate Work Schedules
(Unit 17)**

UNION
M. K.

A. Departments shall establish policies for flexible work hours and alternate work schedules for Unit 17 employees who desire to participate. It is understood, however, that all Unit 17 employees will comply with any sign-in procedures established by a department. Requests for participation in a flexible work hour or alternative work schedule program shall not be unreasonably denied.

State
P. J.

Vanessa S. S.
K. C. W. A. T.
Dai Steeden
Tony J. J.
B. M. H. B.

At the request of the Union, the departments agree to schedule a meeting at each facility to discuss Union proposals related to flexible hours and alternate work schedules, for level of care employees. Additional meetings may be scheduled with mutual agreement.

State
B. J. H. T.
P. J.
S.

B. "Flexible work hours" allow for the change of

work schedules on a daily basis. An "alternate work schedule" is a fixed work schedule other than regular/standard work hours.

UNION

MR

C. A regular alternate work schedule shall not exceed twelve (12) hours per work day.

✓

D. The affected employees shall be surveyed to determine the preferred work schedule. In the instance of a twelve (12) hour day workweek schedule, the choice shall be between 6 o'clock to 6 o'clock and 7 o'clock to 7 o'clock. A simple majority vote shall determine which twelve (12) hour schedule will prevail. The State may start the shift at thirty (30) minutes to the hour. The survey shall be jointly conducted by the Union and the Department designee. A written tabulation of the results shall be submitted to the Union. Atascadero State Hospital may continue its twelve (12) hour day scheduling program on a pilot basis for the term of this Contract.

KA

Stak

BS

Tz

MS

Pa

STATE

Handwritten signatures and initials on the left side of the page, including a large signature that appears to be "F. [unclear]" and another signature below it.

E. Alternate work schedules include, but are not limited to four (4) consecutive ten (10) hour days (also known as "4 ten 40's" and "9 eight 80's")

with each week utilizing consecutive days.

UNION

M. L. K.

*US...
of Court
Dai Steeden
Tony...
M...*

F. Any denial of requests made under this section shall be in writing. In addition, permanent changes or cancellations to flexible work hours, alternate work schedules or reduced work time schedules shall not be made without prior adequate notice of at least thirty (30) calendar days to affected employees.

State

P

G. Upon request of the Union, departments will provide a copy of their formal written flexible work hours and alternate work schedule policies.

H. When a department intends to either establish and/or make major modifications in their existing flexible work hours and/or alternate work schedule policy, they shall notice in accordance with Article 24.1.

STATE

*H. L. H.
P...
S*



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

TA SEIU Local 1000

The Union proposes the following rollover language:

19.9.1 Exchange of Time Off - Multi-Shift Operations (Unit 1)

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

B. Each employee shall be responsible for the coverage

SR
13
HP
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SLB
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KD
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CA
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M
M
747

State
7/29/19
12:49 PM
Susan Daney
Key DeBass
Klarson
ai

TA SEIU Local 1000

SR
JZ
YA
HP
MN
SLB.
CA
DB
JK
LA
JP
TD
DA
TB
JMO
GP
EM
MJ
MF

of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

State
P
L
AK
SP
KOD
P
RVS
EL
BR

- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred eighty (180) calendar days from the date of the missed exchange.
- D. All exchanges must occur within thirty (30) calendar days from the initial exchange.
- E. Probationary employees are excluded from participating in exchanges of time off.

F. Double shifts will be permitted, consistent with departmental practices.

Stark

G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

Pos

H. This section is not subject to the grievance and arbitration Article of this Contract.

W
UP
SD

TA SEIU Local 1000

800
James Z...
Harry Price
Mick

McCray
Russell Johnson
Mandy J. ...

CO
W
MS
92
132

Alicia L. Byars
Caraly M. Allen
Kean D. Coy
John ...
Dalton ...
Karen ...
... R. ...
... John
...
...
Joy ...
Brendy ...



Union Proposal

Bargaining Unit 4

Date 7/30/19
10:23 a.m.

Proposal No: 1

The Union proposes the following rollover language:

19.9.4 Exchange of Time Off - Multi-Shift Operations (Unit 4)

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

B. Each employee shall be responsible for the

BU4
12
MAR
Jea
ML
Tig
Cpa
ML
KYS

TA-7/30/19
10:23 a.m.
Shawn Kwan
7/30/19 @ 10:23
JTK
Baldwin-Shuts

coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

TA
7/30/19
10:23
SM
RAG 7/30/19 @ 10:23
BLW
JTC

- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.
- D. All exchanges must occur during the same pay period.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. No exchange shall result in an employee working

B04
1/27
mm
JEA
TNG
CJA
KYS

double shifts.

G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

H. This section is not subject to the grievance and arbitration procedure of this Contract.

TA - 10/23
7/30/19

SM
RAY 7/30/19 @ 10:23
Burr
CS

B04
Karen J. J. J.
Mendi G. G. G.



J. E. Alcaraz
Ada Lopez
Luis King
Cheryl Allen



07/29/19
2:10pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.9.11 Exchange of Time Off - Multi-Shift Operations (Unit 11)

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

BW
AM
AS
AS

TA 4:43pm
07/29/19
UN
TH
CLM
LF
EPD

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.

D. All exchanges must occur within thirty (30) days from the initial exchange.

E. Probationary employees are excluded from participating in exchanges of time off.

Blw
ar

A.M.

BB

A. 22

Page 2 of 3

mf

TA 4:43pm
07/29/19

VW
TS
Ch



LF

gop

7/23/2019 11:24 AM

- F. Double shifts will be permitted, consistent with departmental practices.
- G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. This section is not subject to the grievance and arbitration procedure of this Contract.

Brad Willy
Allyson M. Hutton
Allyson M. Hutton
Patricia Ann Blum
Andrea
Page 3 of 3
Mandy J. Full

TA 4:43 pm
07/29/19
[Signature]
[Signature]
[Signature]
[Signature]
7/23/2019 11:24 AM



Union Proposal

Bargaining Unit 14

Date 7/30/19
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

19.9.14 Exchange of Time Off – Multi-Shift Operations (Unit 14)

TA SEIU Local 1000
RV
EB
RJ

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

TA
7/30/19
@ 2:50
Stacy
W. ...
C. ...
A. ...
Cecilia ...

TA SEIU Local 1000

RV

EP

RJ

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.

D. Probationary employees are excluded from participating in exchanges of time off.

E. The following special rules apply:

TA
7/30/19
@ 2:50
AK
BLW
CAF
CEP

1. All exchanges must occur within the employee's pay period and

2. Double shifts will be permitted, consistent with departmental practices.

F. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

G. This section is not subject to the grievance and arbitration procedure of this Contract.

TA SEIU Local 1000

Robert Vega
Edward Page
Russell Johnson

TA 7/30/19 2:50

SM
AC
Kow
al
CEG



Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45

Proposal No: 1

SEIU 1000
MUR
AC
YJB
KY

The Union proposes the following rollover language:

19.9.15 Exchange of Time Off - Multi-Shift Operations (Unit 15)

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

JA
08/02/19 @ 11:45 AM
Haley Munn

for
C. Smith
MO
Maggie G. Key

MUP
DAM
AC
C
YAB
KY

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

TA
8/2/19
@ 11:45
SM
MO
WK

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.

D. All exchanges must occur within ninety (90) calendar days from the initial exchange.

E. Probationary employees are excluded from

participating in exchanges of time off.

F. Double shifts will be permitted, consistent with departmental practices.

G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

H. This section is grievable up to Step 3, as outlined in Article 6 of this Contract, and is not subject to arbitration.

TA
8/2/19
@ 11:45
SM

MO
WK

ds
h

Mue [Signature]
Don [Signature]
[Signature]
Yisou [Signature]
[Signature]



Union Proposal

Bargaining Unit 17

Date 8/18/19

Proposal No: 1

The Union proposes the following rollover language:

19.9.17 Exchange of Days Off (Unit 17)

A. Unit 17 employees shall be permitted to exchange hours of work with other employees in the same classification, performing the same type of duties within the same work area(s) provided:

1. The exchange and repayment shall occur within ninety (90) calendar days from date of approval;
2. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
3. The supervisor(s) approves the exchange; and
4. The employee(s) exchanging hours of work shall waive consideration for any additional compensation (e.g., overtime, holiday credit/pay, shift differential) which they

TA
@ 2356
UNION

[Handwritten signatures]
K. Cant
Noreen
B. M...
Tony
Dai Steadman

[Handwritten signatures]
State
H...
R...
A...

would not have otherwise received.

B. Employees who fail to adhere to the agreed upon conditions of their exchange shall be denied subsequent requests to exchange days off.

UNION

X J. J. J. J.

W. J. J. J.

W. J. J. J.

W. J. J. J.

D. J. J. J.

W. J. J. J.

State

W. J. J. J.

W. J. J. J.

W. J. J. J.

W. J. J. J.



Union Proposal
Bargaining Unit 20
Date 8/8/19

Proposal No: 2

TIA @ozpa
8/8/19
SEIU 1000

The Union proposes the following rollover language:

19.9.20 Exchange of Time Off – Multi-Shift Operations (Unit 20)

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

Russ Plunk
Karen Frankh
Sheryl Charles
WJ
Patricia J. Dwyer
Michael R.

STATE

amatt kern
James [Signature]
[Signature]

AK
KJ
W
M

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

state

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.

Annett
A
J

D. All exchanges must occur within ninety (90) calendar days from the initial exchange.

E. Probationary employees are excluded from

participating in exchanges of time off.

F. Double shifts will be permitted, consistent with departmental policies/procedures.

G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

H. This section is not subject to the grievance and arbitration Article of this Contract.

John Kern

Karen Frank

Steve Charles

W J

Patricia DeLeon

State

Arnette Kern

A

John Kern

Patricia DeLeon



Union Proposal
Master Table

Date _____

Proposal No: 1

Y. M. ...
800
TRM
Kevin ...
Brad ...
Bob ...
Mark ...
Al ...
Sharon
Myel ...
Sen

The Union proposes the following rollover language:

19.10 Work In Multiple Time Zones

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

8-14-19
State 2:16 PM

(TA)
[Signature]

Mr. ...
Shirley
CEG
S.S. ...
Heidi ...
Steph ...
W. ...
Ben ...

Ms. ...
[Signature]
[Signature]
Impact ...
5/6/2019 12:11 PM
Susan ...
Mary ...



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8-14-19
2:17pm
Stak
TA

19.11 Call Back Time

- A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.
- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.
- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours

[Handwritten signatures and notes on the right side of the page]
 Kelly
 5.5
 Stak
 3m
 w/ hours
 1/2 hr
 Tony
 Bill
 Dring...
 Kelly
 Susan D...
 Kelly Holt
 Sean
 Pub
 C2P
 Kelly D...
 Marie B...
 KAC

[Handwritten signatures and notes on the left side of the page]
 Karen
 Brad Miller
 Robert
 Mark
 X...
 Shaone
 Myrl
 Sean

Y. Wacker
T. Smith
Kara Jeffers
Brad Willen
Rob J
Newman
K. Cant
K. Lamm
M. C. Cook
T. Green

remaining before the beginning of the employee's next shift.

D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site, which may include the employee's home, approved by the department head or designee.

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.12 Standby Time

TA 8-14-19
2:18 PM
Stat

A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.

B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.

C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an

[Handwritten signatures and initials on the right side of the page, including names like Paul, SSA, and others.]

[Handwritten signatures and initials on the left side of the page, including names like Wacker, Karen, Brad, and others.]

[Handwritten signatures and initials at the bottom right, including names like Polito and others.]

W. Walker
800
P. Walker
Karen Jeffers
Brad Walker
Robert
M. Walker
K. Walker
A. Walker
M. Walker
B. Walker

employee shall receive two (2) hours of CTO, which may be prorated on the basis of fifteen (15) minutes CTO for each one hour of standby. Standby may not be scheduled in less than one hour increments.

- D. No standby credit will be earned if the employee is called back to work and receives call back credit.
- E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

State
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B
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JTR
SO
J
OSF
5/6/2019 12:12 PM
M



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

4:47 PM

8-5-19

TA

Stake

TA SEIU Local 1000

The Union proposes the following rollover language:
19.13.1 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 1)

[Handwritten signature]

A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that

[Handwritten signatures: SSM, Adette, Cejig, K. D. O., Paul, Susan Davis, Amy Dumas]

[Vertical list of handwritten initials: 82, 43, H, MN, S.A., G, R, O, TB, RD, P, A, S, K, G, JWP, EP, DM, M, M]

overtime was necessary.

- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

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ADT
ee
MS
BC
W

TA SEIU Local 1000

800
Dennis Zane
Harry Price
Mutt
Alicia L. Byrnes
Caldie M. Allen
Adean D. Cook
John Anderson
Dulce Bonnen
Karen Devoll
Joseph P. Williams
M... ..

Neola J...
...
...
...
Jay...
Barclay...
Eric...
Russell...



Union Proposal

Bargaining Unit 4

Date 7/30/19
@ 10:23 a.m.

Proposal No: 1

The Union proposes the following rollover language:

19.13.4 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 4)

A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that

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KYS

TA - 7/30/19
@ 10:23 a.m.
Stacy W. ...
RD August 7/30/19 @ 1023
[Signature]

[Signature]
A. ...

overtime was necessary.

- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

TA 7/30/19 @ 10:28

SM
RUS 7/30/19 @ 10:23
Eg
BWW

B04
Karen [unclear]
Mindy [unclear]
Dea [unclear]
Prada [unclear]
Jenny [unclear]
[unclear]
[unclear]

07/29/19
2:10pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.13.11 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 11)

A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.

Buy
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(BB)
Ann

TH 4:45pm
07/29/19
VW
gk
LF
epo

- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

Brad Willey
Albert Manfredi
Richard James Smith
Chris Hutson
A. B. [unclear]

TA 4:45pm
07/29/19

[unclear]
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[unclear]
[unclear]



Union Proposal

Bargaining Unit 14

Date 7/30/19
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

19.13.14 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 14)

TA SEIU Local 1000
Robert Vega
Harold
Russell Johnson

A. Overtime will be distributed in class by seniority. When work in progress requires overtime on a given shift, preference shall be given to the employee or crew doing the work. If the employee or crew performing the work declines the overtime, the State shall request volunteers in class by seniority on that given shift prior to assigning overtime. If no volunteers come forward overtime will be assigned to the least senior employee(s) in that classification on that shift. Seniority for the purposes of this section is defined as total State service as used to calculate vacation accrual rates.

B. The first forty (40) hours of ordered overtime during a fiscal year shall be compensated with either CTO or cash, at the employee's discretion. Thereafter, compensation (CTO or cash) shall be determined by the employer.

TA
7/30/19
@ 2:50
Stacy
Cheryl
A. Bakula
Asst
...



8/9/19
5:08 pm

Union Proposal
Bargaining Unit 15
Date 8/9/19 @ 4:18pm

Proposal No: 2

SEU1000

~~Markit~~
april 19
Lisa Barent
Don D
[Signature]

The Union proposes the following language:

19.13.15 Overtime Distribution for Employees (Excluding CDCR- Adult Programs) (Unit 15)

A. Where the use of overtime is prevalent, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime seniority system, departments will endeavor to reduce the amount of mandatory overtime by distributing overtime fairly among volunteers as permitted by operational needs, security, health, safety, and emergencies. Whenever possible, the department will provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right, within budgetary constraints, to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary or to assign the work to another appropriately classified employee from the volunteer list.

TA 8/9/19 5:08

Resmarie Apeth
Maggie Kelly
[Signature]
Stephanie Ivander
8/9/2019 01:55 AM
Kim [Signature]
[Signature]

- B. When assigning mandatory overtime by inverse seniority, i.e. the least senior employee first, the special needs of employees who have documented medical problems, substantiated childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) will be considered.
- C. The department shall endeavor to refrain from assigning employees mandatory overtime on their regular day off (RDO) or any pre-approved time off. For the purposes of this section, an employee's RDO begins immediately after the completion of their normal shift before the RDO.
- D. No ~~food service~~ Unit 15 employee will be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a ~~food service~~ Unit 15 employee be required to work more than two (2) double shifts within his/her scheduled workweek, unless mutually agreed to.
- E. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or ward or client safety and/or staff familiarity or training, if such reasons are directly related to the performance of the overtime work. Requests for overtime shall not be unreasonably denied and upon request, a denial shall be made in writing.
- F. For purposes of this section, departments shall establish a seniority system based on an employee's total seniority in the

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8/9/19

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@ SM FW

classification. Ties shall be broken first by total State service and then by lot.

G. Upon request of the Union, the parties shall meet at the local level to resolve any concerns regarding the overtime seniority system for Unit 15 employees at the specific facility, institution, or hospital.

~~Michael~~
april
Lisa Oberant
Janet
et al

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m
KW
IA 8/9/19

Management Counter Proposal

Bargaining Unit: 20

Exclusive Representative: SEIU

ARTICLE 19

19.13.20 Overtime Mandatory Scheduling – Excluding CDCR LVNs and CNAs (Unit 20)

444 am
8/28/19
Krestu...
Gregory...
Date:
[Signatures]

[Signatures: R...
K...]

A. The Departments recognize and understand the importance of reducing mandatory overtime to Unit 20 Employees. To this end, the Department will make every effort to schedule staff in a manner that will reduce the need for mandatory overtime. Both parties agree that mandatory overtime is an undesirable method of providing staff coverage.

B. There shall be no mandatory overtime on an employee's Regular Day Off (RDO) or pre-approved day off (an employee's RDO begins immediately after completion of their normal shift before their RDO), except:

1. In an emergency situation such as a natural disaster; or
2. During a state of emergency declared by the State or Federal authorities; or
3. During an emergency situation declared by a Warden, Superintendent, Executive Director or designee; or
4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
5. When the employees shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available; or
- ~~6. When all other options have been exhausted.~~

C. Except in cases of emergency, or planned program activity, employees shall not be required to:

1. Work more than four (4) ~~five (5)~~ mandatory overtime shifts of at least two (2) hours of duration in a month, effective January 2, 2020, ~~August 1, 2016~~, and implement reductions in accordance with Article 19.X and the Joint Labor Management Task Force; or
2. Work in excess of sixteen (16) continuously in a forty-eight (48) hour period; or

ADD NO MORE THAN 3 OVERTIME SHIFTS PER MONTH EFFECTIVE July 1, 2021

3. Work in excess of two (2) mandatory overtime shifts per work week.

D. It is not the intent to mandate employees to work overtime in classifications other than their own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than their own.

~~E. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). Through the establishment of such a system, the State will endeavor to reduce the amount of mandatory overtime and number of mandatory holdovers, distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments. [Moved to 19.13.20 V]~~

~~F.E. Before an employee is required to work mandatory overtime, a reasonable effort will be made to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 20 classifications to work overtime.~~

~~G.F. Upon request of an employee who has been on duty continuously for sixteen (16) hours, the employer shall have the option to:~~

- ~~1. Allow the employee to take the next shift off on vacation, CTO, or Holiday credit if staffing permits.~~
- ~~2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.~~
- ~~3. Allow the employee to take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break. Management will take into account the employee's preference.~~

G. Employees shall not be made to work mandatory overtime on the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

H. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation, in accordance with section C 1 above.

I. The department will endeavor to provide employees notice of at least ninety (90) minutes in advance notice of possible or actual mandatory overtime assignments.

DR
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~~Signature~~

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J. While on vacation, pre-approved absence, or on full work day absence due to sick leave*, Union leave or State release time, or any other authorized absence from the facility, employees will not be considered for mandatory overtime.

*This includes instances where an employee was unable to complete their regular shift due to illness and had to be released from duty to go home.

Steve Charles
Luz Deum
W
Karen Frank

H. The Department of Developmental Services:

- ~~1. Facilities that utilize the red dot-blue dot system for assigning overtime will count time worked, as a result of either a "red dot-blue dot" assignment, toward the mandatory overtime limitations.~~
- ~~2. At management's discretion all Unit 20 employees at a facility may be included in the mandatory overtime distribution process.~~

~~In accordance with Article 5.10 (Labor/Management Committees), each Department's Labor Management Committee will address overtime issues within this Article.~~

Steve

[Handwritten initials and signatures]



Union Proposal
Unit 20 Joint table

Date 8/27/19

Proposal No: 4

The Union proposes the following language:

19.13.20 V Overtime Voluntary Scheduling – Excluding CDCR LVNs and CNAs (Unit 20)

State

A. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). The State shall distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments.

State
J

B. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 20 classifications to work overtime.

OK
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HH
BP
Kristine Rodriguez

C. BU 20 employees may volunteer to work overtime in classifications other than their own.

TA
8/28/19

TA
0214
28 Aug 19
u r w a e l e r
Amanda
Karen
W
Steph



Union Proposal

Bargaining Unit 15

Date 8/21/19
11:00

Proposal No: 2

The Union proposes the following language:

19.14.15 Overtime Distribution for Employees (CDCR - Adult Programs) (Unit 15)

A. In order to reduce the amount of mandatory overtime, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime seniority system, departments will endeavor to reduce the amount of mandatory overtime by distributing overtime among volunteers as permitted by operational needs, security, health, safety, and emergencies. Whenever possible, the department will provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right, within budgetary constraints, to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that

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Margaret
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Benjamin
Maggie
King
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Armando

overtime was necessary or to assign the work to another appropriately classified employee from the volunteer list.

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B. When assigning mandatory overtime by inverse seniority, i.e. the least senior employee first, the special needs of employees who have documented medical problems, substantiated childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) will be considered.

AA
8/21/19
12:41
SM
[Signature]
RS

C. The department shall endeavor to refrain from assigning employees mandatory overtime on their regular day off (RDO) or pre-approved time off. For the purposes of this section, an employee's RDO begins immediately after the completion of their normal shift before the RDO.

BSW
[Signature]
KW
[Signature]

D. No food service employee will be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a food service employee be required to work more than two (2) double shifts within his/her scheduled

workweek, unless mutually agreed to. Institutions that have overlapping shifts of 30 minutes (or less) are not exempt from this prohibition and shall not circumvent this protection by deducting the 30 minute (or less) overlap from the total hours.

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- E. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or inmate safety, and/or staff familiarity or training, if such reasons are directly related to the performance of the overtime work. Requests for overtime shall not be unreasonably denied and upon request, a denial shall be made in writing.
- F. For purposes of this section, departments shall establish a seniority system based on an employee's total seniority in the classification. Ties shall be broken first by total state service and then by lot.
- G. Upon request of the Union, the parties shall meet at the local level to resolve any concerns, regarding the overtime seniority system for Unit 15

employees at the specific facility, institution, or hospital.

H. The distribution of overtime for Correctional Supervising Cooks in CDCR, adult facilities shall be completed using a voluntary/involuntary system. When management determines that overtime is necessary, it shall be offered based on the seniority of the employees available to work (for ties, see sSection F. of this Article). Seniority is defined in Section F. of this Article. Management shall utilize the voluntary system before resorting to the involuntary system. In accordance with Section A. of this Article, it may not always be practical, in every instance, to offer overtime to the most senior employee (e.g., operational needs, security, health, safety, and emergencies). However, except for the permissions expressed in Section A. of this Article, institutions will endeavor to afford overtime as outlined below in Sections I and J of this Article.

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8/2/19
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MCY
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I. VOLUNTARY SYSTEM

Management will offer overtime shifts on a rotational basis to the senior employee first, then in seniority order until an employee volunteers to cover the vacant shifts. Employees shall be eligible to select one (1) shift per rotation, and the rotation will continue until all shifts are covered or there are no employees who elect to take remaining shift(s).

Overtime opportunities shall be posted as soon as possible after it becomes known that overtime is available. This may shall be accomplished via an overtime signup sheet. Management shall offer voluntary shifts from the single signup sheet to ensure all eligible employees are offered the opportunity to accept or decline the overtime shift.

The voluntary overtime distribution system should include a log, or other verifying methods, that notes overtime was offered in order of seniority using the single signup sheet.

The log/verifying method should also include: the scheduled shift; date and time; the name of the employee that was contacted; who made the

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8/22/19
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contact; and the outcome of the contact (example: answering machine, no answer, employee declined, employee accepted). A copy of the log shall be made available at the request of an employee. When it is alleged that a violation of this section has occurred, the Union may file a grievance directly to Step 2 of the grievance procedure outlined in Article 6 of this Contract.

GA
8/21/19
1241
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H

Murphy
Apostolakis
Yin-Bor
Dawson
2/11/19

J. INVOLUNTARY SYSTEM

When assigning involuntary or mandatory overtime, Management will utilize an inverse seniority system, where the least senior employee will be assigned the overtime, unless the employee is protected by the provisions of Section C. of this Article. The assignment of involuntary overtime will be documented to track the employees that have been assigned overtime shifts. Institutions will endeavor to provide advance notice to employees when the use of the involuntary overtime system is required.

Management Counter Proposal

446 am
8/28/19 TD

Bargaining Unit: SEIU Master

Date:

Kristine
8/28/2019 Rodriguez

Exclusive Representative: SEIU

Article: 19

Gregory C. Cretney
[Signature]

Subject: Hours of Work and Overtime

19.14.17 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services (Unit 17)

The CDCR/CCHCS shall make every effort to reduce the amount of mandatory overtime and mandatory holdovers, distribute overtime fairly amongst employees of the same classification(s) and provide employees notice of possible or actual unanticipated overtime assignments at least ninety (90) minutes in advance. CDCR Fire Camps shall be excluded from this section.

[Signature]

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 17 (BU 17) nursing staff (by classification) who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments.

[Signature]

When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, on duty full and part-time BU 17 employees, and contract nursing registry, in this order. After these avenues have been exhausted, a BU 17 classification employee may be mandated to work overtime as outlined below.

Voluntary Overtime

UNSTRIKE TC 0230 AUG 19

A. BU 17 classification employees shall be assigned voluntary overtime by departmental seniority, on a rotational basis by classification. Seniority scores will be determined by counting one point for each month of full-time qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total state service will be used to determine seniority scores.

B. The CDCR/CCHCS shall establish lists of BU 17 employees by classification in seniority score order. BU 17 employees may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 17 employees shall be provided an opportunity to choose a

TA
[Signatures: David Steadman, Tony Jackson, etc.]

Management Counter Proposal

~~voluntary overtime slot once. Thereafter, all other BU 17 employees will be provided the same volunteer overtime opportunity once, assuring each BU 17 employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).~~

- C. ~~If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 17 employee. If the BU 17 employee arrives to find the position changed or no longer needed, the BU 17 employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 17 employee may choose to leave.~~
- D. ~~Once a BU 17 employee has signed up for voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.~~
- E. ~~A BU 17 RN may "bump" a scheduled registry nurse at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position. [moved to 19.14.V]~~

Involuntary Overtime

- A. BU 17 employees (by classification) shall be assigned involuntary overtime on a rotating basis by inverse seniority.
- B. Each facility shall establish and maintain an up-to-date list, by inverse seniority of all full-time and part-time BU 17 employees (by classification). Staff shall only be assigned an involuntary slot once, until the entire list has been depleted.
- a. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation.
- C. The State shall refrain from assigning mandatory overtime on a BU 17 employee's RDO. For the purpose of this section, an employee's RDO begins immediately after completion of their normal shift before the RDO.
- D. It is not the State's intent to mandate BU 17 employees to work involuntary overtime in classifications other than their own. Consistent with that expressed

Management Counter Proposal

intent, a BU 17 employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. (This expressed intent, however, does not preclude BU 17 employees from volunteering to work overtime in classifications other than their own, when it is appropriate.)

E. Management shall make every attempt not to schedule BU 17 employees:

1. More than three (3) ~~four (4)~~ involuntary overtime shifts per month, effective January 2, 2020 ~~August 1, 2016~~, and implement reductions in accordance with Article 19.X and the ~~Joint Labor Management Task Force~~; or
2. In excess of sixteen (16) hours continuously; or
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or
4. More than two (2) consecutive calendar days; or
5. On the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

AND NO MORE THAN 2
OVERTIME SHIFTS PER
MONTH EFFECTIVE JULY 1, 2021

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employer shall have the option to allow the employee to:

1. Take the next shift off on vacation, CTO, or holiday credit as staffing permits.
2. Adjust his/her shift starting time to provide a ten (10) hour break between shifts.
3. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. While on vacation, pre-approved absence, or on full workday absence due to sick leave*, Union leave or State release time, or any other authorized absence from the facility, BU 17 employees will not be considered for mandatory overtime. Upon return to work, the BU 17 employee will return to the involuntary rotation in seniority order.

Handwritten initials and marks at the bottom left of the page, including "AZ", "MB", "SS", and "TZ".

Management Counter Proposal

*This includes instances where an employee was unable to complete their regular shift due to illness and had to be released from duty to go home.

- 1. ~~In accordance with section 5.10 (Labor/Management Committee), CDCR/CCHCS's Labor Management Committee will address overtime issues within this section.~~

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M. S.
M. M. M.
D. S. S.
T. J. J.

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Union Proposal
Unit 17 Joint table
Date 8/27/19

Proposal No: 4

TA
0216 28 Aug 19
Crew

The Union proposes the following language:

19.14.17- V Overtime Voluntary Scheduling - California Department of Corrections and Rehabilitation and California Correctional Health Care Services (Unit 17)

state

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 17 (BU 17) nursing staff (by classification) who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments.

[Handwritten signatures and initials on the right margin]

- A. BU 17 classification employees shall be assigned voluntary overtime by departmental seniority, on a rotational basis by classification. Seniority scores will be determined by counting one point for each month of full-time qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total state

TA

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service will be used to determine seniority scores.

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MS
DS
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B. The CDCR/CCHCS shall establish lists of BU 17 employees by classification in seniority score order. BU 17 employees may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 17 employees shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 17 employees will be provided the same volunteer overtime opportunity once, assuring each BU 17 employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).

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C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 17 employee. If the BU 17 employee arrives to find the position changed or no longer needed, the BU 17 employee shall not be required to work that position, but may

be offered an alternate assignment. If no alternate assignment is available, the BU 17 employee may choose to leave.

W. G. WALKER
T. Carver
Vanessa Scott
D. Steeden
T. J. [unclear]

- D. Once a BU 17 employee has signed up for voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.
- E. A BU 17 RN may "bump" a scheduled registry nurse at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position.
- F. BU17 employees may volunteer to work overtime in classifications other than their own, when it is appropriate.

State

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Management Counter Proposal

448 TA 9/28/19

Lyndee Rodriguez

Bargaining Unit: SEIU Master

Date:

Gregory J. Gietty
2/2

Exclusive Representative: SEIU

Article: 19

Subject: Hours of Work and Overtime

19.14.20 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services LVNs (Unit 20)

Laura Jean
Shirley Charles
W
Kera Frank

The CDCR/CCHCS shall make every effort to reduce the amount of mandatory overtime and mandatory holdovers, distribute overtime fairly amongst employees of the same classification(s) and provide employees notice of possible or actual unanticipated overtime assignments at least ninety (90) minutes in advance. CDCR Fire Camps shall be excluded from this section.

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When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments. When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, on duty full and part time BU 20 LVNs. After these avenues have been exhausted, a BU-20 LVN may be mandated to work overtime as outlined below.

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CONTRIKE - TC 0233 28 AUG 19

Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.

Voluntary Overtime

- A. BU 20 LVNs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total state service will be used to determine seniority scores.
- B. The CDCR/CCHCS shall establish lists of BU 20 LVNs in seniority score order. BU 20 LVNs may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 LVNs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all

Management Counter Proposal

~~other BU 20 LVNs will be provided the same volunteer overtime opportunity once, assuring each employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again. (i.e., the rotation will again start at the top of the seniority list and work its way down).~~

- ~~C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 LVN. If the employee arrives to find the position changed or no longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 LVN may choose to leave.~~
- ~~D. Once a BU 20 LVN has signed up for a voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.~~
- ~~E. A BU 20 LVN may "bump" a scheduled registry LVN at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position. [moved to 19.14.20 V]~~

Involuntary Overtime

- A. BU 20 LVNs shall be assigned involuntary overtime on a rotating basis by inverse seniority.
- B. Each facility shall establish and maintain an up-to-date list, by inverse seniority of all full-time and part-time BU 20 LVNs. Staff shall only be assigned an involuntary slot once, until the entire list has been depleted.
- a. For the purpose for mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation.
- C. There shall be no mandatory overtime on a BU 20 LVN's RDO or pre-approved day off, (for the purposes of this section, an employee's RDO begins immediately after completion of their normal shift before the RDO) except:
1. In an emergency situation such as a natural disaster; or
 2. During a state of emergency declared by the State or Federal Authorities; or

Management Counter Proposal

3. During an emergency situation declared by a Warden, Superintendent, Executive Director, Chief Executive Officer or designee; or
4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
5. When the employee's shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available; or
6. ~~When all other options have been exhausted.~~

D. Management shall make every attempt not to schedule BU 20 LVNs:

1. More than ~~four (4)~~ five (5) involuntary overtime shifts per month, effective ~~January 2, 2020~~ August 1, 2016, and implement reductions in accordance with Article 19.X and ~~the Joint Labor Management Task Force~~; or
2. In excess of sixteen (16) hours continuously; or *ADD NO MORE THAN 3 OVERTIME SHIFTS EFFECTIVE SEP 21, 2021*
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or *Shirley*
4. More than two consecutive calendar days; or
5. On the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

E. It is not the intent to mandate employees to work overtime in classifications other than their own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than their own.

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employee shall have the option to:

1. Take the next shift off on vacation, CTO, or Holiday credit as staffing permits.



Union Proposal
Unit 20 Joint table
Date 8/27/19

Proposal No: 4

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0217 28 Aug 19
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Kara Frank
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J...

The Union proposes the following language:

19.14.20- V Overtime Voluntary Scheduling - California State Department of Corrections and Rehabilitation and California Correctional Health Care Services LVNs (Unit 20)

State

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments.

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Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.

- A. BU 20 LVNs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 qualifying service, i.e., from full-time hire date,

[Handwritten signature: Kristine Rodriguez]
TA

less any time off for unpaid leave, suspensions, etc. In the event of ties, total state service will be used to determine seniority scores.

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- B. The CDCR/CCHCS shall establish lists of BU 20 LVNs in seniority score order. BU 20 LVNs may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 LVNs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 LVNs will be provided the same volunteer overtime opportunity once, assuring each BU 20 LVN is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).

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- C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 LVN. If the employee arrives to find the position changed or no

longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 LVN may choose to leave.

W. Waacke
Paula Plumm
Karen Frank
W. J.
Steph. Keller

D. Once a BU 20 LVN has signed up for voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.

E. A BU 20 LVN may "bump" a scheduled registry LVN at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position.

F. BU 20 employees may volunteer to work overtime in classifications other than their own.

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TA 447 AM 8/28/19
Krestine Rodrigues

Gregory J. Crotty

Management Counter Proposal

Bargaining Unit: 17

Date: 8/28/2019

Exclusive Representative: SEIU

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ARTICLE 19

19.15.17 Overtime Mandatory Scheduling (Excluding CDCR) (Unit 17)

A. The Departments recognize and understand the importance of reducing overtime to Unit 17 employees. To this end, the Departments will make every effort to schedule staff in a manner that will reduce the need for mandatory overtime. Both parties agree that mandatory overtime is an undesirable method of providing staff coverage.

B. There shall be no mandatory overtime on an employee's RDO (an employee's RDO begins at the end of the employee's last scheduled shift in the workweek) or pre-approved day off, except:

1. In an emergency situation such as a natural disaster; or
2. During a state of emergency declared by the State or Federal authorities; or
3. During an emergency situation declared by a Superintendent, Executive Director or designee; or
4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
5. When the employee's shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available;
6. ~~When all other options have been exhausted.~~

C. Except in cases of emergency or planned program activity employees shall not be required to work:

1. More than three (3) ~~four (4)~~ mandatory overtime shifts per month of at least two (2) hours of duration, effective January 2, 2020; and implement reductions in accordance with Article 19.x and the Joint Labor Management Task Force; or
2. In excess of sixteen (16) hours continuously in a forty-eight (48) hour period; or
3. In excess of two (2) mandatory overtime shifts in an employee's scheduled work week; or

AND NO MORE THAN 2 OVERTIME SHIFTS PER MONTH EFFECTIVE JULY 1, 2021

[Handwritten notes on left margin: TA Union, K. Comant, M. M... DiStefano, Tony...

[Handwritten signatures and initials on right margin]

4. When an employee is required to work twelve (12) to sixteen (16) hours that employee shall not be mandated to work overtime the next calendar day.

D. It is not the intent to mandate employees to work overtime in classifications other than their own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than their own.

~~E. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). Through the establishment of such a system, the State will endeavor to reduce the amount of mandatory overtime and number of mandatory holdovers, distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments. The State shall also consider the use of intermittents, in-house registries, or float pools. [moved to 19.15.17 V]~~

~~F.E. Before an employee is required to work mandatory overtime, every reasonable effort will be made to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 17 classifications to work overtime. [move to 19.15.17 V]~~

G.F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employer shall have the option to:

1. Allow the employee to take the next shift off on vacation, CTO, or Holiday credit as staffing permits.
2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.
3. Allow the employee to take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break. Management will take into account the employee's preference.

G. Employees shall not be made to work mandatory overtime on the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

H. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation in accordance with section C 1 above.

I. The department will endeavor to provide employees notice of at least ninety (90) minutes in advance notice of possible or actual mandatory overtime assignments.

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J. While on vacation, pre-approved absence, or on full work day absence due to sick leave*, Union leave or State release time, or any other authorized absence from the facility, employees will not considered for mandatory overtime.

*This includes instances where an employee was unable to complete their regular shift due to illness and had to be released from duty to go home.

~~H.L. The Department of Developmental Services:~~

- ~~1. Facilities that utilize the "red dot-blue dot" system for assigning overtime will count time worked, as a result of either a red dot or blue dot assignment, toward the mandatory overtime limitations.~~
- ~~2. At management's discretion all RN's at a facility may be included in the mandatory overtime distribution process.~~

~~I. M. In accordance with section 5.10 (Labor/Management Committee), each Department's Labor Management Committee will address overtime issues within this section.~~

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W. Sec.
B. M. P.
D. A. St. ...
T. J. ...~~

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Union Proposal
Bargaining Unit 17
Date 8/26/19

Proposal No: 3

TA
5220
28 Aug 19
Ug Walker
F. Cowart
Wasserman
B. Mulski
Dai Steiner
Tracy Jahn

The Union proposes the following modified language:
19.15.17 – V Overtime Voluntary Scheduling (Excluding CDCR) (Unit 17)

State

- A. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). The State shall distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments.
- B. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 17 classifications to work overtime. The State shall also consider the use of intermittents, in-house registries, or float pools.
- C. BU 17 employees may volunteer to work overtime

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Kristine Rodriguez
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in classifications other than their own.

W. ZWACKER
K. COURT
D. SCOTT
M. MURPHY
D. STUBBS
T. J. J. J.

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449 AM 8/28/19 TA

Management Counter Proposal

Kristine Rodriguez
Gregory J. Crotty
[Signature]
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Bargaining Unit: 20

Date:

Exclusive Representative: SEIU

Article: 19.15.20

Subject: Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services CNAs (Unit 20)

The CDCR/CCHCS shall make every effort to reduce the amount of mandatory overtime and mandatory holdovers, distribute overtime fairly amongst employees of the same classification(s) and provide employees notice of possible or actual unanticipated overtime assignments at least ninety (90) minutes in advance. CDCR Fire Camps shall be excluded from this section.

~~When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments. When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, and on duty full and part-time BU 20 CNAs. After these avenues have been exhausted, a BU 20 CNA may be mandated to work overtime as outlined below.~~

~~Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.~~

Voluntary Overtime

- ~~A. BU 20 CNAs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total State service will be used to determine seniority scores.~~
- ~~B. The CDCR/CCHCS shall establish lists of BU 20 CNAs in seniority score order. BU 20 CNAs may sign up for voluntary overtime by adding their names to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 CNAs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 CNAs will be provided the same volunteer overtime opportunity once.~~

Russell
Charles
[Signature]
Karen Franklin

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Management Counter Proposal

~~assuring each employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).~~

- Handwritten initials: RL, uf, KF*
- C. ~~If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 CNA. If the employee arrives to find the position changed or no longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 CNA may choose to leave.~~
- D. ~~Once a BU 20 CNA has signed up for a voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.~~
- E. ~~A BU 20 CNA may "bump" a scheduled registry CNA at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position. [moved to 19.15.20 V]~~

Involuntary Overtime

- A. BU 20 CNAs shall be assigned involuntary overtime on a rotating basis by inverse seniority.
- B. Each facility shall establish and maintain an up-to-date list, by inverse seniority, of all full-time and part-time BU 20 CNAs. Staff shall only be assigned an involuntary slot once, until the entire list has been depleted.
- a. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation.
- C. There shall be no mandatory overtime on a BU 20 CNA's RDO or pre-approved day off, (for the purposes of this section, an employee's RDO begins immediately after completion of their normal shift before the RDO) except:
1. In an emergency situation such as a natural disaster; or
 2. During a state of emergency declared by the State or Federal Authorities; or
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Management Counter Proposal

3. During an emergency situation declared by a Warden, Superintendent, Executive Director, Chief Executive Officer or designee; or
4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
5. When the employees shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available; or
6. ~~When all other options have been exhausted.~~

D. Management shall make every attempt not to schedule BU 20 CNAs:

1. More than four (4) ~~five (5)~~ involuntary overtime shifts per month, effective January 2, 2020 ~~August 1, 2016~~, and implement reductions in accordance with Article 19.X and the Joint Labor Management Task Force; or
2. In excess of sixteen (16) hours continuously; or
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or
4. More than two (2) consecutive calendar days; or
5. On the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

And no more than 3 overtime shifts per month effective July 1, 2021

E. It is not the intent to mandate employees to work overtime in classifications other than their own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than their own.

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employee shall have the option to:

1. Take the next shift off on vacation, CTO, or holiday credit as staffing permits.

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Management Counter Proposal

2. Adjust his/her shift starting time to provide a ten (10) hour break between shifts.
3. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. While on vacation, pre-approved absence, on a full workday absence due to sick leave*, Union leave, State release time, or any other authorized absence from the facility, BU 20 CNAs will not be considered for mandatory overtime. Upon return to work, the BU 20 CNA will return to the involuntary rotation in seniority order.

*This includes instances where an employee was unable to complete their regular shift due to illness and has been approved to be released from duty to go home.

I. ~~In accordance with section 5.10 (Labor/Management Committee), GDCR/CCHCS's Labor Management Committee will address overtime issues within this section.~~

Randy [unclear]
Steph [unclear]
wj
Karen Franklin

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Union Proposal
Unit 20 Joint table
Date 8/27/19

Proposal No: 4

TA
0218
28 Aug 19
u/senior
KER
Dillon
Karen French
WJ
Steph

The Union proposes the following language:

19.15.20- V Overtime Voluntary Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services CNAs (Unit 20)

State

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments.

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Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.

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- A. BU 20 CNAs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 qualifying service, i.e., from full-time hire date,

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less any time off for unpaid leave, suspensions, etc. In the event of ties, total state service will be used to determine seniority scores.

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- B. The CDCR/CCHCS shall establish lists of BU 20 CNAs in seniority score order. BU 20 CNAs may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 CNAs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 CNAs will be provided the same volunteer overtime opportunity once, assuring each BU 20 CNA is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).
- C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 CNA. If the employee arrives to find the position changed or no

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longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 CNA may choose to leave.

W. Z. Wacker
Allison Plump
Karen Franklin
W. J.
Stephanie Harker

- D. Once a BU 20 CNA has signed up for voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.
- E. A BU 20 CNA may "bump" a scheduled registry CNA at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position.
- F. BU 20 employees may volunteer to work overtime in classifications other than their own.

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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:

19.16.14 Shift Changes (Unit 14)

TA SEIU Local 1000

Robert Vega
Edward Lopez
Russell Johnson

A. The State shall endeavor to provide employees with thirty (30) calendar days advance notice, but not less than fifteen (15) working days, of permanent changes in shift assignments, except in emergencies. Permanent shift assignment is defined as an assignment of thirty (30) calendar days or more.

B. The parties agree that voluntary movement between shifts is always desirable, and to the extent practicable, the filling of vacancies shall be preceded by an announcement, posted for ten (10) working days, opening the available shift for voluntary movement, before filling the position as a "new hire".

C. Shift changes will be assigned based on operational needs, and selection of personnel shall be based on skills and knowledge. Total in-class

TA
7/30/19 @
2:50
Stacy Williams
Alan Baker
Al Baldwin Smith
Wally
Supriya
Cecilia

seniority may be used to break ties between
equally qualified individuals.

D. Shift changes required by emergency
situations shall last no longer than the
emergency that occasioned the change.

TA SEIU Local 1000

Robert Vega
Edward Foss
Russell Johnson

TA 7/30/19 @ 2:50
Stacy Miranda
Alan Salinas
Abraham Soto
Ustul
Bryan W
Cecilia E. Frank



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.16.17 Change in Shift Assignment (Unit 17)

A. The State will attempt to provide Unit 17 employees with thirty (30) calendar days, but no less than fifteen (15) calendar days advance written notice of permanent shift changes including the reporting date of the change, shift start/stop times and regular days off (RDOs) when the change is made at other than the employee's request. Upon written request by the employee, the department or its designee will provide the employee with a reason for the shift change in writing.

1. If an employee receives fifteen (15) calendar day notice, he/she may request to meet with management to discuss an extension for an additional fifteen (15) calendar days and requests shall not be unreasonably denied. This request shall

TA @ 2026
Union

K. P. Ward
Narissa
Matthew
Tony
Dei Steadman
M & K

State


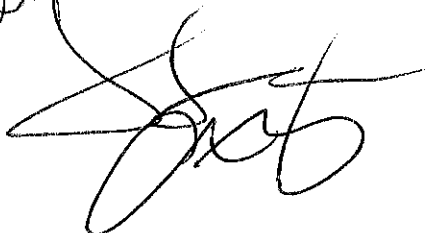
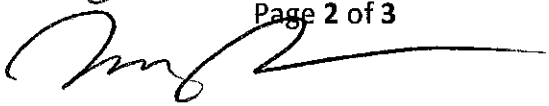
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not exceed a total of thirty (30) calendar days.

B. Unit 17 employees wishing to change shifts within a facility or program, if employed in twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with shift change requests based on the needs of the clients/patients/wards/students/inmates, seniority, employee skills and abilities, performance and attendance, staffing requirements, and needs of the facility.

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C. Unit 17 employees wishing to change shifts within the same ward or unit, if employed in a twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with shift change requests based on

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the needs of the clients/patients/wards/students/inmates, seniority, performance and attendance, staffing requirements, and needs of the facility.

TA @ 2026
UNION
K. Casper

D. It is the intent of the State not to arbitrarily make temporary shift changes for punitive reasons or to avoid the payment of overtime.

M. B. [Signature]
M. [Signature]
Tony [Signature]
Dai Steedman
M. [Signature]

State
H. [Signature]
S. [Signature]
A. [Signature]
C. [Signature]



Union Proposal

Bargaining Unit 21

Date 7/26/19

T/A 1:31 PM

Proposal No: 1

7/26/19

The Union proposes the following rollover language:

19.16.21 Shift Change (Unit 21)

Nigel Gordon
[Signature]
[Signature]

A. Except in emergencies, the State shall provide fourteen (14) calendar days advance notice of permanent shift changes so that the employee has an opportunity to reschedule his/her obligations.

B. When a department has approved an educational program for an employee and subsequently requires the employee to change his/her shift, as defined above, the department will support the employee's claim for reimbursement of the nonrecoverable cost of tuition for the educational program, if the shift change requires the employee to discontinue the educational program.

State 7/26/19
Marianne Hei
Guy Burger
Annette Kane
Katy DeRoss



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.17.17 Mixed Shift Work Weeks (Unit 17)

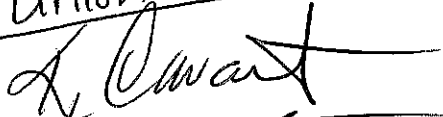


- A. A mixed shift work week is one in which an employee is regularly scheduled to work more than one shift or watch in fulfilling his/her normal forty (40) hour work week schedule.
- B. Within thirty (30) days of receiving a written request from SEIU Local 1000, the State agrees to meet at the local worksite to discuss issues relating to the scheduling of mixed shift work weeks. At these local meetings, the parties shall seriously consider alternative scheduling methods for mixed shift work weeks as well as the following alternatives in lieu of full-time mixed shift work week assignments: using in-house registries, outside registries and intermittent work. Up to three (3) representatives of the Union shall be released without loss of compensation for these


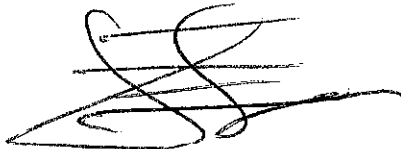
TA @ 2027
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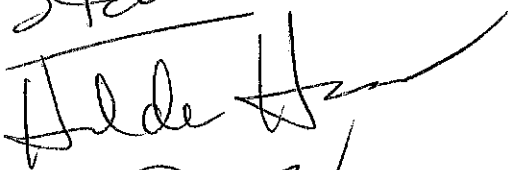
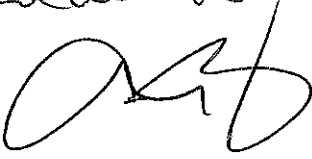
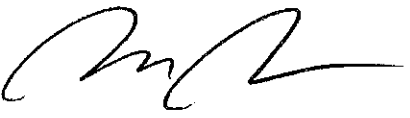

State
 Add
 [Signature]

meetings.

C. It is the intent of the State not to arbitrarily make mixed shift work weeks for punitive reasons.

TA @ 2027
Union



Tony Zwick
Din Steadman
M. S. Klein

State



State







Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.18.17 Rescinding Approved Time Off (Unit 17)

TA @ 2028
Union
[Handwritten signatures]
Di Stadman
M. L. R.

A. Approval for the use of accrued compensating time off (CTO), holiday credit, personal holiday, or vacation/annual leave credits shall not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services. The State shall provide advance notice of such cancellation, whenever possible.

B. When scheduled CTO, holiday time off or vacation/annual leave is rescinded the State shall give priority consideration to the employee's request to reschedule the rescinded time off.

C. If the employee suffers a financial loss from the cancellation of vacation/annual leave, holiday time off or CTO time approved in writing, the employee may submit a Victims Compensation and Government Claims Board claim for nonrefundable

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expenditures which can be verified. The department shall support the claim, whenever possible.

TA Cross
Union
K. O'Connell
M. [unclear]
M. [unclear]
Tony [unclear]
D. Steedman
M. [unclear]

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Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1000
@ 1435
8/5/2019

The Union proposes the following rollover language:

19.18.20 Rescinding Approved Time Off (Unit 20)

A. Approval for the use of accrued compensating time off (CTO), vacation, or annual leave credits will not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services.

B. When scheduled CTO, vacation, or annual leave is rescinded, the State shall give priority consideration to the employee's request to reschedule the rescinded time off.

C. If the employee suffers a financial loss from the cancellation of CTO, vacation or annual leave that has been approved in writing, the employee may submit a Victim Compensation and Government Claims Board claim for nonrefundable expenditure which can be verified. The employer will support the claim.

[Handwritten signature]
Karen Franklin
W for
Patricia G. Stegner

[Handwritten signature]
Steve Charles
M J K

state

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Annetika

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STATE

T/A

11:22 AM
8/7/19



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

Handwritten notes and signatures:
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2: give
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AK

The Union proposes the following rollover language:

19.19.3 Work Week Group E or SE (Unit 3)

The State of California (CalHR), employer, and Service Employees International Union, Local 1000, as the exclusive representative for Bargaining Unit 3 (Professional Educators and Librarians), agree that:

- A. In the agreement between the parties (7/1/99 to 7/2/01), the parties agreed to place all Bargaining Unit 3 employees in Work Week Group 4C.
- B. In February 2000, in order to be consistent with the structure of the Fair Labor Standards Act (FLSA), the employer changed the name of Work Week Group 4C to either E or SE.
- C. In Unit 3, all employees designated E or SE remain covered by section 19.1.3, paragraph F, regardless of E or SE designation.
- D. Section 19.1, paragraphs A through D, generally describe hours of work for State

Handwritten initials:
CH
AK

STATE

by

Ally Huala
representing

by
Bryant
J. Jones

by
Christine
Winters

employees. However, section 19.1.3, paragraph F, Work Week Group Policy for FLSA – Exempt/Excluded Employees specifically describes the provisions of the Work Week Group designations for BU3 specified above.

WJW

Suzanne Knapp

~~Mason~~
rep

Christine Winters



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.19.17 Work Week Group (WWG) Definitions (Unit 17)

A. WWG "2" applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA). Overtime for employees subject to the provisions of the FLSA is defined as: "all hours worked in excess of forty (40) hours in a period of one hundred sixty-eight (168) hours or seven (7) consecutive twenty-four (24) hour periods."

B. WWG "E" includes classes that are exempted from coverage under the FLSA because of the "white-collar" (administrative, executive, professional) exemptions. To be eligible for this exemption a position must meet both the "salary basis" and the "duties" test. Consequently, WWG "E" applies to classes and positions with no minimum or maximum number of hours in an average workweek. Exempt employees are paid

TA @ 2028
 UNION
 K. Cawart
 Vanessa
 Will Kl.

W. M. M. M.
 Tony Judas
 Dan Steadman
 State
 H. C. H.

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TA @ 2028
Union
K. Cant
B. J.
K. M. H.
Tony J.
D. Steadman
M. L.

on a "salaried" basis, and the regular rate of pay is full compensation for all hours worked to perform assigned duties. However, these employees shall receive up to eight (8) hours holiday credit when ordered to work on a holiday. A "salaried" employee may not receive any form of overtime compensation, whether formal or informal.

C. WWG "SE" applies to those positions that under the FLSA are statutorily exempted, (physicians, attorneys, and teachers) from coverage.

Starte
H. L.
P. L.
S. L.
A. L.



4:07 PM

7/30/19

T/A

Union Proposal

Bargaining Unit 21

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

19.19.21 Work Week Group E - Policy (FLSA-Exempt) (Unit

State employees who are exempt from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt from the FLSA:

1. Management determines, consistent with the current MOU's, the products, services, and standards which must be met by FLSA-exempt employees.
2. The salary paid to FLSA-exempt employees is full compensation for all hours worked in providing the product or service.

Myra Cabre
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state
Marian
Jong Hui
Annette Kahn
Kelly DeBos
Sue Burghard

MC
[Handwritten signature]
[Handwritten signature]

3. FLSA-exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal.
4. FLSA-exempt employees are expected to work within reason as many hours as necessary to accomplish their assignments or fulfill their responsibilities.
5. Consistent with the services which management has determined must be provided, FLSA-exempt employees are to be given discretion in establishing their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts, must receive approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave) and for absences of one day or more, and must respond to directions from management to complete work assignments by specific deadlines.
6. Consistent with the salaried nature of FLSA-exempt employees, these employees:
 1. Shall not be charged any paid leave for absences in less than whole day increments.
 2. Shall not be docked for absences of less than a day.

State
Marian
Jong-Hui
Annettikahn
Kelly DeBos
Guy Burrell

3. Shall not be suspended for five (5) days or less when facing discipline.

4. Shall not have absences of less than a day recorded for attendance, record keeping, or compensation purposes.

Mychal Carter
B.B.
[Signature]

5. May be allowed, with approval of appointing power, absences with pay for one or more whole days due to excessive work load or other special circumstances not defined in their duty statement.

State
Marian Gray-Hui
Annette Kerk
Kelly DeRoss
Guy Bingham



Union Proposal
Bargaining Unit 21

Date 7/30/19

4:07 PM T/A

Proposal No: 1

The Union proposes the following rollover language:

19.19.21(a) Guidelines for Applying Work Week Group E Policy (Unit 21)

The purpose of this document is to provide additional guidelines for both supervisor and the employee to assist them in applying the WWG E work week group policy as implemented on January 24, 1994.

Not discussed fully in the WWG E policy is the essential need for ongoing communication between supervisor and employee. This is, of course, two way communication not merely one way. While no one can lay down absolute rules for how often supervisors and employees need to have dialogue, they must do so frequently enough so that both are provided with information they need for each to fulfill their roles in completing work and achieving the mission and goals of the organization.

WWG E employees are not paid for time spent per se, but for work performed. It is therefore appropriate that the focus of the dialogue between supervisors and employees be primarily on what work is to be done, when it is to be completed, and

7/30/19

Nigel Corbett

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State

Marian Jong-Hui

*Arnette Kahn
Kelly DeBos*

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perhaps, how it is to be completed. This includes, not only, specific work and products that have definite deadlines, but also ongoing functions such as interaction with or providing consultation to other employees. Generally, prescribing specific hours should not be necessary. The needs of those receiving consultation or advice and their availability, coupled with the other work requirements an employee has, should indicate how these important needs can be met. This may be by a variety of methods and it may employ time frames that change from week to week, in some cases, while in others the time spent in providing consultation to colleagues, etc, may be fairly fixed and consistent.

MC
~~AS~~
AA

As much as possible, the employee should be given flexibility in determining how and when this is done, provided that this function is being adequately taken care of. If an employee fails to fulfill this function, it may indicate the need for a more fixed schedule in terms of being available. It is important, also, that if work requirements and/or deadlines or other situations change, that the supervisor continue to inform the employee on a timely basis of such factors so that the employee is able to make whatever adjustments are necessary in terms of effort, time, and/or changing priorities to meet the changing expectations of the supervisor.

State
Marian Jorgensen
Annette Kane
Kelly Duboss
Guy Berglund

From the supervisor's point of view, it is important that the employee not only be diligent in working towards completion of various assignments, but also be diligent concerning providing the ongoing assistance and/or performance of his/her duties that may be necessary for the effective operation of the particular work unit. This means that as situations change or as work progresses, the supervisor needs to receive feedback from the employee on a fairly frequent basis, especially when any problem or change takes place that might require some adjustment in work, product, methodology, etc. It is also important in case changes occur that a supervisor must be able to communicate with an employee if needed. This makes it essential that employees are diligent in keeping their office informed of their whereabouts and their schedules. While it is not always possible, it should be done probably at least on a weekly basis. Where changes occur, these should be reported and the schedule adjusted accordingly. This does not necessarily mean the filling out of long detailed written schedules, in practically all cases, these are unnecessary. What is necessary is whatever it takes so that if a supervisor on Tuesday morning at 10 a.m. finds it essential to discuss an issue with an employee, that the employee's secretary or colleagues know the employee's schedule and how, if possible, he/she may be reached.

ML
~~John~~
A

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Jong-Hui
Annette
Kelly Dubos
Geri Buford

In the case of an employee's being at a doctor's appointment or in court or in a variety of other situations, the employee may not be reachable at a given time, but information should have been provided so that the supervisor knows when the employee will next either call in or be available for discussion. In some cases, arrangements which for example provide that the employee will be available during specific hours a given day may be useful in providing opportunities for either discussions with the supervisor and/or colleagues needing or providing assistance. These matters, of course, should all be discussed thoroughly by both supervisor and employee so there is a clear understanding of the expectations both have with regard to availability, completion of work assignments, etc.

Me
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You will note that in the paragraphs above, while times for consultation, etc. were discussed, there was little mention made of any sort of fixed hours or work schedule, except in the one hypothetical example in the last paragraph. This approach is in keeping with the WWG E concept since it avoids the notion that the employee is required to work a fixed work schedule. This is, in fact, the basic concept of the WWG E work week group policy and is what distinguishes it from WWG 2. Fixed work schedules that are not based on actual operational needs are not appropriate to the WWG E policy. While it is true that the typical

State
Marian
Jong-Hui
Annette Kahn
Ruth DeBos
Gene Bongiorno

business hours of most State agencies and offices is from 8:00 a.m. to 5:00 p.m., Monday through Friday, this does not translate into requiring an 8:00 a.m. to 5:00 p.m. or other fixed schedule for all employees. While it may, in fact, be necessary for a particular WWG E employee to generally work a schedule that appears to follow the 8:00 a.m. to 5:00 p.m. regime, this should only occur because the work being performed dictates such a schedule. If in fact the work need not be performed during those specific hours, there is no operational need to require those specific hours, or any other specific hours for that matter. Counting hours is antithetical to the WWG E concept. Supervisors should be aware that it is not the time spent in the office, or even the time spent in the actual performance of duties that should be the subject of evaluation of an employee. Rather, the quality of work performed, the work product itself and the fulfillment of professional duties should be the focus of evaluation. If there are deficiencies in these areas, the corrective action/adverse action procedures should be followed.

If an employee is not available for consultation with other employees and is therefore not fulfilling that responsibility, that must be the focus of attention, not whether the employee is available during specific hours in the office. Employees need to be aware, however, that if they are not fulfilling their obligations

MC
~~John AB~~
CW

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Kay DeKoss
Gump Bengtson

in terms of consultation with other employees, etc. management does have the right to temporarily impose a more fixed work schedule in order to insure that these duties are being performed. If this becomes a matter of dispute, then outside help should be sought so that the difference of opinion can be resolved. Where this does not occur, the expedited dispute procedure which has been negotiated should be followed.

Maryl Corbin

~~Bill #15~~

John Sheffield

State

Mai Giang Hai

Annette Kahn

Kelly DuRoss

Sony Bengtson

07/29/19
Zilopr



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**19.20.11 Double Backs – Department of Food and
Agriculture (Unit 11)**

- A. Employees shall be given a minimum of twelve (12) hours off between scheduled shifts, unless it becomes necessary for them to return earlier because of unforeseen operational need or emergency.
- B. Nothing in this section precludes employees from requesting, and management from granting, double-back shifts.

T/A 4:46 pm

Brad Miller
am Hutson

Albert Mombardi
Julian James Smith

Page 1 of 1

Martha J. Ford

TA 4:46 pm
07/29/19

Wagner
v/w
Chow

[Signature]

7/23/2019 11:27 AM

08/16/19
1:16pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.21.11 Standby Duty – Department of Fish and Wildlife (DFW) (Unit 11)

- A. Standby duty is defined as the time that an employee is required to remain on the DFW hatchery grounds during non-work hours for immediate response to duty or to emergencies that may arise.
- B. Affected employees are those who are assigned to WWG 2 who reside in State-owned housing at DFW hatcheries, and are required to perform standby duty at the fish hatcheries.

- 1. While on standby duty, employees shall receive standby compensation at the rate of two (2) hours of compensating time off for fifteen (15) hours of standby duty. If an employee does not complete the fifteen (15) hours of standby duty, the DFW shall prorate the compensation earned in accordance

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08/16/19

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with departmental procedure.

2. Where compensating time off is not practical, the appointing authority may authorize cash compensation. Required work in excess of the minimum work week is compensable as overtime in accordance with the basic workweek group that the particular class and position is allocated to, except for the time on standby duty.
3. When an employee is called back while on standby duty, the employee shall not lose standby duty pay as a result of earning call back credit pursuant to Article 19.11 (Call Back Time).
4. Employees on any approved leave shall not be required to work standby duty.

T/P
08/16/19
Brad Wilcox
Albert Hubert
Paul James B. B. B.
A. A. A.
Mark F. F.

TA 08/16/19
2:16 pm
M. M. M.
C. C. C.
S. S. S.
J. J. J.
18
7/23/2019 11:28 AM



Union Proposal
Bargaining Unit 15
Date 7/25/19
@ 10:52

Proposal No: 1

The Union proposes the following language:

~~19.23.15 Sliding Six, Six/Two (6/2) Schedules or Variations
Thereof (Unit 15)~~

~~Upon written request from the Union, the State will meet
and confer with the Union to abolish the "Sliding Six or
Six/Two (6/2)" rotation cycle and establish a fixed day off
schedule. The Union's request to meet and confer must be
specific to the individual institution.~~

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*TA deletion
8/2/19 @ 11:33
Stacy Blum da
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Wagpi G Key*



Union Proposal
Bargaining Unit 17

Date 8/18/19

Proposal No: 2

TA Union 2:21 pm

*K. Cantwell
Meredith Searcy
B. M. M.
D. Stedman
W. J. C.*

The Union proposes the following rollover language:

19.24.17 Floating (Unit 17)

Floating of Unit 17 staff may be utilized to avoid and/or minimize mandatory overtime assignments. Those programs where it is determined that special client/patient care is required (e.g., SNF, ICU), Unit 17 employees will be provided appropriate orientation prior to the start of the assignment. Where necessary and practical, a mentoring assignment will be made. The facility will attempt to float between program/unit with similar client/patient needs. Registered Nurses shall not be floated to replace a non-licensed function.

Registered Nurses shall not be floated to replace a non-RN position or function unless all other staffing efforts have been exhausted.

*State
H. J. C.
A. J. C.*



Union Proposal
Bargaining Unit 17
Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.25.17 Travel Time (Unit 17)

TA@2029
Union
[Handwritten signatures]

A. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by WWG 2 shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

[Handwritten signatures]
Tony Jordan
Dai Steedman

B. Nurse Practitioners called back to work under 19.11 (Call Back Time) shall be provided one (1) hour compensated time off (CTO) for travel time.

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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.26.17 Workweek Correctional Institutions (Unit 17)

- A. Notwithstanding any other provisions of this Article, any Unit 17 employee desiring to work an alternate number of hours during the workweek (i.e., twelve [12] hour shifts) will do so with the understanding that overtime shall be computed on a forty (40) hour work week. Hours worked in excess of the pay period due to an employee's normal work schedule will be treated as excess hours.
- B. Vacation and sick leave (or annual leave) hours will continue to be accumulated in accordance with Article 8 (Leaves). Vacation and sick leave (or annual leave) hours used will be charged based on an employee's scheduled work shift.
- C. A maximum of eight (8) hours shall be credited for each holiday and personal holiday earned.

*TA @ 2029
Union
K. Cant*

*D. Steadman
Tony J...
M. ...
M. L. K...*

*State
A. ...*

[Handwritten signatures]



Union Proposal

Master Table

Date 8/20/19

9:02pm

Proposal No: 2

TA

The Union proposes the following language:

19.27 Special Schools Calendar (Units 3, 4, 15, 17 and 20)

State

W. Swadlow
Rosa Puma
K. Cant
P. M.
Helen
M. S.
S. P.

A. The Superintendent of a State Special School shall obtain input from employees during the development of the proposed academic calendar. Special School employees shall receive a copy of the proposed calendar prior to the adoption of the calendar. In addition, if a Special School proposes to change the number of in-service training days from the prior academic year, the Special School shall notify the teachers and obtain input.

[Handwritten signatures]

B. During the term of this Contract, the Director of State Special Schools hereby agrees that he/she will provide the Union with copies of proposed academic calendars for each of the Special Schools for the following academic year by April February 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached

[Handwritten signatures]

W. Swacker
K. Ramm
K. Cant
J. M.
12
M. J. S.
B. P.

within ~~thirty~~ forty-five (30 45) days from the date of notice to the Union, the Director shall be free to implement the calendar or calendars unilaterally. In the event of an emergency or of events beyond the control of the Director, the State Special School shall be free to make such change in any or all of the academic calendars for the Special Schools as are required by operational necessity.

C. Within thirty (30) calendar days of the adoption of an academic calendar, the State Special School shall provide a copy of the academic calendar to Special School employees.

D. Time limits established in subsection B and C above can be extended by mutual agreement of both parties.

Stark
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JH
JTR
8/20/2019 9:16 AM
M
K



T/A 8/6/19
4:02 PM

Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following language:

19.28.21 Reduced Work Time (Unit 21)

Employees who voluntarily reduce their work time pursuant to the Reduced Work Time Act shall have right of return to full-time employment pursuant to Government Code section 19996.24 and DPACalHR rule 599.836

T/A 8/6/19

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STATE

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Key Dates
Account kept
"Main Together"



Union Proposal

Bargaining Unit 21

Date 7/26/19

Proposal No: 1

T/A 1:31 PM

The Union proposes the following rollover language:

19.29.21 Release Time for Commercial Driver's License

Examination (Unit 21)

7/26/19

Myra [Signature]
[Signature]
[Signature]

A. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:

1. The employee is required to have the designated commercial driver's license and endorsement(s);
2. The examination is scheduled during the employee's scheduled work hours;
3. The examination does not interfere with operational needs of the department; and
4. The employee has a valid current medical certification, acceptable to DMV.

If medical certification provided by a

State 7/26/19

Marian Jones Hill
Guy [Signature]
Annette Kahn
Katy DeRoss

department designated contractor physician or clinic is rejected by DMV on the date scheduled for examination that requires an employee to schedule an additional medical examination date, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

M
[Signature]
[Signature]

- B. Upon ten (10) work days notice, the department will allow the employee to use a State vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.
- C. Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs, relating to the obtaining of a

State
Guy Bingham
Annattika
Marian
Jonghui
Katy DeRoss

commercial driver's license, which become available to the State.

Maryl Corbin
[Signature]
[Signature] *Minfield*

State
Guy Bughy
Annetta
Maria Jorgensen
Kelly DeRoss

Proposal No: 2

The Union proposes the following language:

~~19.30.21 Community Colleges Program Assistant I (CPA I) - FLSA Exempt (Unit 21)~~

~~The Community Colleges Program Assistant I (CPA I) is~~

~~the only education assistant classification in the Unit 21~~

~~series that is Work Week Group 2 and not Federal Fair~~

~~Labor Standards Act (FLSA) exempt. To be consistent with~~

~~the other education assistant classifications in the Unit 21~~

~~series, it is agreed upon between the State and the Union~~

~~to make the CPA I employees at the California~~

~~Community Colleges exempt from the overtime~~

~~requirements of State and Federal applicable wage and~~

~~hour laws. There will be no overtime given to such~~

~~employees for hours worked in addition to eight (8) hours~~

~~per day or forty (40) hours per week. Such employees shall~~

~~be treated as salaried/professional employees for all~~

~~purposes including but not limited to leave time and work~~

~~hours.~~

STATE
by Bargaining
Committee
by Dates
MM/DD/YY

TA
Margaret
Winters
Chair

TA 3132 rm
8/9/19

Union Proposal
Bargaining Unit 21

Date _____





TH
SEIU 1000
@ 1440
8/5/2019

Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.31.20 Split Shifts (Unit 20)

The State shall make every effort to avoid split shifts, and shall consider alternative scheduling methods prior to implementing a split shift. When there is no alternative scheduling method and a split shift is scheduled, the gap between the two parts of the shift shall not exceed two and one-half (2.5) hours.

Disputes concerning this section shall be grievable up to CalHR level for review and shall not be arbitrable.

Pharma
Karen Frankli
W for
Barbara Steiner
Stephanie
7/11/19

State

[Handwritten signatures]



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1000
@ 1436
8/5/2019
Karey Franklin
WJ
Peter J. Heyman
Charles
M. H.

The Union proposes the following rollover language:

19.32.20 Overtime Distribution at the California School for the Deaf, Riverside (Unit 20)

The purpose of this agreement is to distribute overtime among Bargaining Unit 20 employees at California School for the Deaf, Riverside, in an equitable manner.

A. Five (5) overtime lists will be created for Counselors. The lists will be titled, "Master Overtime List", "Elementary Area Overtime List", "Middle School Area Overtime List", "High School Area Overtime List" and "Special Needs Area Overtime List". These lists will be created within five (5) working days from the date of this Agreement.

1. One overtime list will be created for Night Attendants. The list will be titled, "Night Attendant Overtime List."
2. The Master Overtime List will include the names of every Counselor, regardless of their area assignment. The Counselors will be ranked on

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the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The Counselor at the top of the list will be the Counselor who has been offered the least amount of overtime hours since the beginning of the academic school year; the list will progress down to the Counselor at the bottom of the list who has been offered the most amount of overtime hours since the beginning of the academic school year.

- 3. The Elementary Area Overtime List will include only those Counselors who are assigned to the Elementary Area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described in the above paragraph.
- 4. The Middle School Area Overtime List will include only those Counselors who are assigned to the Middle School Area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic

school year.

5. The High School Area Overtime List will include only those Counselors who are assigned to the High School Area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described above.

6. The Special Needs Area Overtime List will include only those Counselors who are assigned to the Special Needs area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described above.

B. If an overtime opportunity arises for an Area, Counselors on the applicable list will be offered the opportunity first. The Counselor on the applicable Area overtime list who is at the top of the list (i.e., has been offered the least amount of overtime hours) will be offered the opportunity first; if that

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Counselor declines the opportunity, the Counselor next on applicable Area overtime list will be offered the opportunity, and so on until the applicable Area overtime list is exhausted.

If an overtime opportunity arises that does not have an Area need (for example, bus duty or homecoming), the opportunity will be offered using the Master Overtime List. The Counselor who is at the top of this list (i.e., has been offered the least amount of overtime hours) will be offered the opportunity first; if that Counselor declines the opportunity, the Counselor next on the list will be offered the opportunity, and so on until the list is exhausted.

- C. Management will record the number of hours of overtime each employee is offered.
- D. On the 15th of every month, new lists will be created by management to adjust the ranking of the employees on the lists by number of hours of opportunity they were offered. The list will be posted at the DOR office upon it being updated on the 15th of each month and e-mailed to all Counselors and

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Night Attendants.

E. An Overtime Preference Survey form shall be circulated to all affected staff. If an employee has indicated on a signed survey form that he/she is unavailable and does not choose to work overtime on certain days and/or times, he/she will not be offered overtime for those days and/or times. (This section shall not change/amend any provision in the current Contract's regarding State's Rights on mandatory overtime.)

F. The overtime lists will be followed except where precluded by emergency. Emergency is defined as a sudden happening or unforeseen situation that needs immediate action or attention.

G. If overtime becomes available two (2) hours or less prior to the start time of the overtime assignment, the assignment will be offered to the employee at the top of the applicable list, who is currently on duty, and who is available to work the overtime.

H. Night Attendants will not be offered Counselor overtime unless the Counselor overtime list has been exhausted. Counselors will not be offered Night

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Attendant overtime unless the Night Attendant list has been exhausted.

I. Employees may submit an Overtime Preference Survey form five times per school year (September 15, November 15, January 15, March 15, and May 15). Management will use the most recent Overtime Preference Survey form on file for each employee.

J. If an employee is called at home, and management reaches an answering machine/service, management will leave a message advising the employee of the overtime opportunity. Management will then continue through the overtime list(s). If the employee calls back before another employee accepts the overtime, that employee will be allowed to accept the overtime. If the employee calls back after another employee accepts the overtime, that employee will not be allowed to accept the overtime.

K. Disputes involving this provision may be addressed at a Labor/Management Committee (Riverside).

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Patricia Johnson
Steph Charles
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Union Proposal

Bargaining Unit 15

Date 8/2/19
11:45 AM

Proposal No: 1

SEIU 1000

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The Union proposes the following rollover language:

19.33.15 Call In Procedures (Unit 15)

Employees will call in to their immediate supervisor, or if unreachable, the designee of the immediate supervisor.

Department call-in procedures shall be submitted, in writing, to all employees. Written procedures must include the phone number of the designee for any time of the day.

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Maggie Gray

Nurses (RNs), Licensed Vocational Nurses (LVNs), and Certified Nurse Assistants (CNAs), and Medical Assistants (MAs). ~~The parties also recognize that there are going to be circumstances and emergencies where mandatory overtime is necessary, however, it should be the exception and not the norm.~~

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A. To accomplish the strategic elimination/reduction of mandatory overtime by January 1, 2021, the parties agree to continue the Joint Labor Management Task Force (JLMTF) established in the 2016-2020 contract.

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B. The JLMTF shall consist of an equal number of Union and CDCR/CCHCS committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. The dates and times shall be mutually determined and the committee members shall not suffer loss in compensation.

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C. The JLMTF shall meet every other month to determine the triggers that necessitate the use of MOT outside of emergencies, and develop a toolkit to help the different facilities as they reduce mandatory overtime.

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~~B. The JLMTF shall reach the following benchmarks:~~

- ~~1. Meet quarterly to develop recommendations; and~~
- ~~2. CDCR/CCHCS shall track the number of voluntary and mandatory overtime hours at each facility for RNs, LVNs and CNAs. On a quarterly basis, CDCR/CCHCS shall submit to the Union the total number of voluntary and mandatory overtime hours worked.~~

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~~C. By November 1, 2018, the JLMTF shall make recommendations on the following:~~

- ~~a. Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;~~
- ~~b. Training, for applicable employees, on core staffing principles, best practices, the appropriate~~

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Union Proposal
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Date _____

Proposal No: 2

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Troy J...*

The Union proposes to DELETE the following language:

~~19.35 Elimination/Reduction of Mandatory Overtime for RNs and LVNs at Department of Developmental Services (DDS) Joint Labor Management Task Force (Units 17 and 20)~~

~~The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end the parties recognize and understand the importance of eliminating/reducing mandatory overtime for Registered Nurses (RNs) and Licensed Vocational Nurses (LVNs). The parties also recognize that there are going to be circumstances and emergencies where mandatory overtime is necessary; however, it should be the exception and not the norm.~~

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Unit 20

*Shirley...
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Steph...
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Patricia J. Hayner*

~~A. To accomplish the elimination/reduction of mandatory overtime by July 1, 2019, the parties agree to establish a Joint Labor Management Task Force (JLMTF) within ninety (90) days of the ratification of this contract.~~

~~The JLMTF shall consist of an equal number of~~

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~~Union and DDS committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. The dates and times shall be mutually determined and the committee members shall not suffer a loss in compensation.~~

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~~B. The JLMTF shall reach the following benchmarks:~~

- ~~1. Meet quarterly to develop recommendations; and~~
- ~~2. The DDS shall track the number of voluntary and mandatory overtime hours at each facility for RNs and LVNs. On a quarterly basis, the DDS shall submit to the Union the total number of voluntary and mandatory overtime hours worked.~~

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~~C. By November 1, 2018, the JLMTF shall make recommendations on the following:~~

- ~~1. Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;~~
- ~~2. Training, for applicable employees, on core staffing principles, best practices, the appropriate~~

use of overtime, and ways to avoid mandatory overtime; and

3. ~~Assessment and staffing best practices, a contingency staffing system, avenues for staff engagement in the scheduling process, and creative scheduling solutions.~~

D. ~~The State and the Union shall develop a plan for implementing the JLMTF recommendations.~~

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RNs and LVNs. On a quarterly basis, DSH shall submit to the Union the total number of voluntary and mandatory overtime hours worked.

C. By November 1, 2018, the JLMTF shall make

recommendations on the following:

a. Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;

b. Training for applicable employees, on core staffing principles, best practices, the appropriate use of overtime, and ways to avoid mandatory overtime; and

c. Assessment and staffing best practices, a contingency staffing system, avenues for staff

engagement in the scheduling process, and creative scheduling solutions.

D. The State and the Union shall develop a plan for implementing the JLMTF recommendations.

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[Handwritten signatures and initials on the right side of the page, including 'Unit 20', 'D. Stedman', 'Tom G. ...', 'X. J. ...', and 'M. J. ...']



Union Proposal

Master Table

Date 8/26/19

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Krusten Rodriguez
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Proposal No: 2

The Union proposes to modify the following language:

19.37 Department of Veterans Affairs (DVA) Joint Labor Management Task Force for the Strategic Elimination/Reduction of Mandatory Overtime for RNs, LVNs, and CNAs (Units 17 and 20)

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end, the parties recognize and understand the importance of strategically eliminating/reducing mandatory overtime for Registered Nurses (RNs), Licensed Vocational Nurses (LVNs), and Certified Nurse Assistants. ~~The parties also recognize that there are going to be circumstances and emergencies where mandatory overtime is necessary; however, it should be the exception and not the norm.~~

A. To accomplish the strategic elimination/reduction of mandatory overtime by January 1, 2021, July 1st,

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~~2019~~ the parties agree to continue establish a the
Joint Labor Management Task Force (JLMTF)
established in the 2016-2020 contract within ninety
(90) days of the ratification of the contract.

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B. The JLMTF shall consist of an equal number of
Union and CDVA committee members; not to
exceed four (4) representatives for each side. Each
shall appoint their own co-chair. The dates and
times shall be mutually determined and the
committee members shall not suffer loss in
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C. The JLMTF shall meet every other month to
determine the triggers that necessitate the use of
mandatory overtime outside of emergencies, and
develop a toolkit to help the different facilities as
they reduce mandatory overtime.

~~B.~~ The JLMTF shall reach the following
benchmarks:

1. ~~Meet quarterly to develop recommendations; and~~
2. ~~CDVA shall track the number of voluntary and mandatory overtime hours at each facility for RNs, LVNs and CNAs. On a quarterly basis, CDCR/CCHCS shall submit to the Union the total number of voluntary and mandatory overtime hours worked.~~

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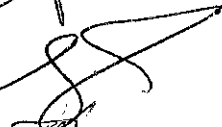


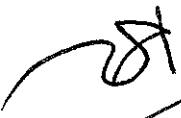
C. ~~By November 1, 2018, the JLMTF shall make recommendations on the following:~~

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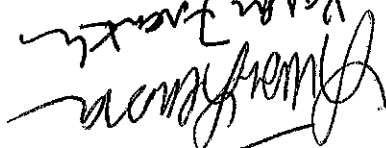


- a. ~~Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;~~
- b. ~~Training, for applicable employees, on core staffing principles, best practices, the appropriate use of overtime, and ways to avoid mandatory overtime; and~~
- c. ~~Assessment and staffing best practices, a contingency staffing system, avenues for staff engagement in the scheduling process, and creative scheduling solutions.~~

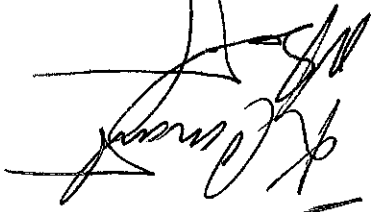

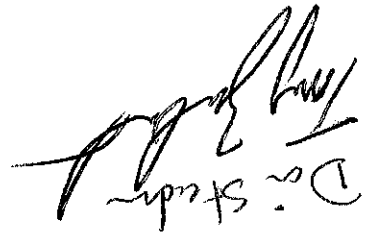
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C. The State and the Union shall develop a plan for implementing the JLMTF recommendations.

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Management Proposal (Counter)

Bargaining Units: 17 and 20

Exclusive Representative: SEIU Local 1000

Article: 19

Subject: HOURS OF WORK AND OVERTIME

19.X Mandatory Overtime

The State and the Union agree that mandatory overtime should be reduced. Over the term of this agreement the number of mandatory overtime shifts employees are required to work shall be reduced. The first reduction shall occur on January 2, 2020. The second reduction is proposed to take effect on July 1, 2021.

The California Department of Human Resources, the Department of Finance, and the affected departments shall develop recommendations to successfully implement the proposed reductions in mandatory overtime. No later than January 31, 2021 the State and the Union shall meet and confer over the implementation of the proposed reductions. If the State or the Union do not mutually agree that the reductions proposed for July 1, 2021 can be implemented successfully, the reductions shall occur on July 1, 2022.

This section applies to the following provisions:

- 19.13.20 Overtime Mandatory Scheduling – Excluding California Department of Corrections and Rehabilitation LVNs and CNAs (Unit 20)
- 19.14.17 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services (Unit 17)
- 19.14.20 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services LVNs (Unit 20)
- 19.15.17 Overtime Mandatory Scheduling (Excluding CDCR)(Unit 17)
- 19.15.20 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services CNAs (Unit 20)

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Gregory J. Cretney

Date: 8/28/2019

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Unit 20

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Union Proposal
Bargaining Unit 1
Date 8/21/19

Proposal No: 6

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TA SEIU Local 1000

8/21/19 @ 10:51pm

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The Union proposes the following language:

20.1.1 Employment Development Department (EDD) Post and Bid Agreement (Unit 1)

Hiring for Employment Program Representative (EPR) and Disability Insurance Program Representative (DIPR) permanent full-time positions in the EDD will be based on the following:

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A. General Provisions

1. When EDD decides to fill vacant EPR or DIPR positions, vacancies will be announced on the EDDNet using a ratio of fifty percent (50%) by post and bid and fifty percent (50%) by other hiring methods. Human Resource Services Division (HRSD) will be the single point of contact in receiving all "Request for Position Action" documents. The HRSD will ensure fair application of the 50-50 ratio.

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2. The EDD reserves the right to exempt

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placements from this section where there are clearly articulated operational needs.

Positions subject to SROA or layoff lists, and safety transfers, Americans with Disabilities Act (ADA) reasonable accommodation requests, etc. shall come out of the department's fifty percent (50%) and thus are not available for this post and bid process.

The EDD will provide a report monthly to the Union, indicating the number of exempt placements by category. Individual employee hardship transfer requests will be determined by management based on the compelling nature of the request. As used in this section, compelling is defined as: Requests to maintain the unity and continuity of the employee's immediate family unit. Examples include but are not limited to:

- a. Marriage;
- b. Move to a new area to accompany a spouse or domestic partner who has changed the location of his or her employment;

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- c. Documented need to provide care for a family member where a change of employee's residence is required;
- d. Documented circumstances which require the employee to leave the area to avoid physical harm or injury at the hands of an abusive spouse, family member or other individual; or
- e. Employee's legal obligation requiring that he/she relocate to another area.

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- 3. Each employee is responsible for checking the posting of positions on the EDDNet.
- 4. Employees being reassigned under this section waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.

B. Eligibility to Participate in Post and Bid

- 1. Employees must be currently employed by EDD, either in the EPR or DIPR classifications

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and have permanent civil service status in the class.

2. The PI employees must either meet the requirements of Rule 277, or have reinstatement rights to a permanent position, to be eligible to participate in the post and bid process.
3. Bidders must meet all requirements of the posted position, including any special requirements (e.g., language skills, Veterans status, etc.).
4. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
5. An employee who has an adverse personnel action with an effective date within twelve (12) calendar months which relates to the employee's job performance will be precluded from participation in the bid process.

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6. No bid shall be denied based solely on personal relationships. However, if the awarding of the post and bid violates EDD's nepotism policy, the bid will be denied. The employee and the Union will be notified within five (5) working days of denial.

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C. Seniority Provisions

1. For the post and bid process, seniority is defined as total months of State service. When two (2) or more employees apply for a specific position and have equal State seniority, the tie shall be broken in the following order: total months of service with EDD, then total in-class seniority, then by lot.
2. The EDD shall prepare seniority lists of EPRs and DIPRs every February 15th, (reflecting seniority information current as of January 1) and every August 15th (reflecting seniority information current as of July 1st). This information will be provided electronically to SEIU Local 1000. An updated paper copy shall be made available at all EDD worksites

every six (6) months.

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3. EDD will distribute the seniority list defined above at each worksite employing EPRs and DIPRs.
4. The lists above as modified by any successful protest(s) shall be the sole determinants of seniority for post and bid selections during the respective bidding periods.

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D. Posting Process

1. The EDD shall post vacancies on the EDDNet, consistent with current practice, for ten (10) calendar days. This posting shall state the following:

- The opening date and closing date and time to apply for the vacancy;
- The location of the vacancy;
- Description of the vacant position including the duties, responsibilities and requirements of the position;

- The Single Point of Contact (HRSD) to whom the bid is to be sent.

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2. The EDD shall provide SEIU Local 1000 with a copy of the EDDNet posting at the same time they are distributed.

E. Bidding Process

1. For post and bid positions, the employee must submit his/her bid for a vacant position on a form provided by EDD.
2. Employees who have been selected through the post and bid process are precluded from bidding on any position for a period of one (1) year from the date they were finally "awarded" a position.

F. Post and Bid Selection Process

1. The most senior eligible employee meeting the requirements as described in the Eligibility To Participate in Post and Bid section, supra, will be selected for a position.
2. The tentative "awarding" of the position will

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be announced on the EDDNet within five (5) working days after the bidding process is closed. The notice will include the employee's name and seniority score.

3. The protest period will be three (3) working days from the date the tentative "award" is posted on the EDDNet. Employees selected under the terms of this section shall have eight (8) working days after the bidding process is closed in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor.
4. The final award will be announced on the EDDNet within five (5) working days from the end of the protest period.
5. The employee will be expected to report to his/her new position on a date selected by EDD. Consideration will be given to employee and management needs in selecting the reporting date. The reassignment must be completed within thirty (30) calendar days of the date the

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employee accepted the award.

- 6. Employees who bid on the position shall not be required to interview for the position.

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G. Miscellaneous Provisions

- 1. The EDD will provide training deemed necessary by EDD for the employee to be successful in the new job.
- 2. Whenever no bids are submitted for a position opening or whenever no employee submitting a bid is eligible for appointment to the position, EDD shall select an employee to fill the position through other hiring methods.
- 3. The EDD shall retain the bids for a period of twelve (12) months. During this period, the bids shall be available for inspection by the Union representatives, who may request a copy.
- 4. All awardees are entitled to a thirty (30) calendar day trial period, during which time employees can

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Union Proposal
Bargaining Unit 11
Date August 7, 2019

Proposal No: 2

The Union proposes the following rollover language:

20.3.11 Post and Bid Program (Unit 11)

A. When Post and Bid Applies

1. This section shall apply to employees in the following classifications:
 - a. Disaster Assistance Program Specialists
 - b. Fish & Wildlife Technician
 - c. Water Resources Engineering Associate
 - d. Water Resources Technicians
 - e. Sanitary Engineering Associate
 - f. Sanitary Engineering Technician
 - g. All Unit 11 classifications used by the Caltrans.

2. The parties recognize the value of allowing permanent employees to voluntarily transfer between positions. The parties also

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recognize that when vacancies occur in the Unit 11 classifications listed in A (1) above, and the State elects to fill the position, the needs of the State must also be considered. The parties therefore agree that the State may elect to fill vacancies using methods that include but are not limited to mandatory reinstatements; placement in lieu of layoff/demotion, appointment from a State Restriction of Appointment/Surplus list, reemployment list, limited duty (vacancy to be available at the end of temporary appointment); appointments pursuant to court orders, settlement agreements, SPB decisions, or the like; hardship transfers; reassignments (rotations, position "trades," etc.); involuntary transfers in lieu of geographic relocation; promotions in place*;
or an eligible employee who must be provided a reasonable accommodation.

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*Promotion in place: Management shall have the option to promote employees in place

without using Post and Bid provisions. For the purposes of this section, promotion in place is defined as 1) there is no true vacancy; and 2) there is no change of position, assignment, or supervisory/subordinate relationship of the employee; 3) the promotion is clearly identified as typical in cases where the employee is to move to the next higher series.

The parties also agree that when a vacancy occurs, the following provisions apply.

B. Bid Notice Posting:

Appointing authorities shall post a notice inviting bids (unless there are no incumbents in the classification that will be used to fill the vacancy).

1. Bid notices will be posted in the department where the vacancy exists.
2. Bid notices shall be posted in the same place where job announcements are customarily posted.

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3. Bid notices shall be posted for a period of no less than ten (10) working days before the final date bids must be postmarked or fax stamped.

4. Bid notices shall at a minimum include:

- a. The classification of the vacancy;
- b. Department, section and geographic location of the vacancy;
- c. Present working hours associated with the vacancy;
- d. A complete description of the duties and any personal attributes including objective qualifications that may enable the bidder to be successful in the position (e.g., any special education, training, work experience, and/or experience using particular types of equipment). The duty statement for the position shall be provided to the bidder upon request;
- e. Any required license or certificate, such as a Class A/B CDL;
- f. The final date by which bids must be

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postmarked and/or fax stamped;

- g. The place to submit bids, and fax number, if applicable;
- h. Where bid forms may be acquired (if the appointing power requires that bids be submitted on a specific form);
- i. The name and telephone number of the supervisor or another person to contact for additional information;
- j. How soon the employee accepting the position will be expected to report to his/her new position.

C. Eligibility to Bid:

Employee eligibility to bid shall be subject to the following criteria:

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1. Status in Class:

- a. The employee must already be employed by the department with the posted position and:

- b. Currently have permanent full-time civil service status in the same civil service classification as the posted position; or
- c. Currently have permanent intermittent civil service status in the same civil service classification as the posted position and meet the necessary criteria under SPB rule 277 for such a time-base change.

2. Acceptable Level of Performance: Unless expressly waived by management in conjunction with a particular position and employee, employees must have satisfactorily performed the duties of their position during the twelve (12) month period before bids are due. Employees shall be deemed to have performed satisfactorily if they received an overall rating of "satisfactory" on an annual performance evaluation or probationary report during the same twelve (12) month period and they received no intervening counseling and/or

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corrective memos. If an employee did not receive a written performance evaluation during the twelve (12) month period before bids are due (e.g., annual evaluation), the employee shall be deemed to have performed satisfactorily unless s/he received a counseling and/or corrective memo during the same twelve (12) month period.

3. Disciplinary Action: Employee must not have received a formal disciplinary action as specified in Government Code section 19572 within the twelve (12) months of when bids are due.

4. Other Restrictions: An employee may be denied the right to bid for specific positions under this program for reasons related to safety, security or for other job related reasons (e.g., to avoid violating nepotism policies or where the appointment would pose a demonstrable threat to the health and safety of any employee).

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D. Additional Bids

1. An employee who successfully bids pursuant to this section shall not be eligible to bid for another position for twelve (12) months following the employee's bid appointment effective date.
2. When an employee has two (2) or more bids pending and s/he accepts an offer as the result of one of the bids, the employee shall immediately withdraw all outstanding bids.

E. Bid Submittal

1. Eligible employees may bid for posted positions by submitting a form specified on the notice inviting bids as specified by the hiring department (appointing authority). Bid forms shall be postmarked or fax stamped on or before the date specified in the posted bid notice.
2. It is the responsibility of the employee to provide the employer with an alternate means of notification if the employee is unavailable (i.e., vacation) anytime during a

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thirty (30) day period following the close of the bidding period.

F. Seniority

For purposes of this section "seniority" is defined as one (1) point for each qualifying month of State service as used for purposes of determining leave (e.g., vacation) accrual. If an employee believes there is an error in the computation of the employee's seniority points, s/he shall provide documentation and request correction through the department personnel office. If two (2) or more employees are tied for most senior then the following shall be used in the order shown until the tie is broken:

1. Most qualifying pay periods in the department with the vacancy;
2. Most qualifying pay periods in the classification of the vacancy;
3. Coin flip.

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G. Selection
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1. The most senior timely bidder who satisfies the eligibility criteria shall be offered the position. Management may contact, meet with and/or make inquiries to ensure that bidders satisfy the eligibility criteria and understand the objective qualifications. If the most senior bidder is ineligible or disqualified for any reason listed in subsection C above, that bidder will be notified of the ineligibility or disqualification at the time the selection is announced.

2. If the most senior employee offered the position declines the offer and there are remaining bidders who qualify, then the second most senior employee shall be offered the position until there are no remaining bidders who qualify.

3. Employees offered positions pursuant to this subsection shall have a maximum of three (3) working days to accept or reject the offer unless the appointing power agrees to more time. Failing to respond within three (3) working days after being contacted (or longer as agreed

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to by the appointing power) may be deemed a rejection of the offer by management.

4. The winning bidder shall report for work on the start date listed in the bid notice. The start date may be altered by mutual agreement.
5. Once a position is awarded, management shall notify all bidders in writing that the position has been awarded, identifying the successful bidder and how many qualifying months of state service the successful bidder possesses.
6. Within thirty (30) days of appointment under this procedure, all employees have the right to return to their former position (as defined in Government Code).

H. Other Related Matters

Bidding employees who accept appointments waive any and all right to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses at management's discretion.

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2. Nothing in this provision will prevent management from posting positions, and simultaneously beginning other methods to solicit applicants (e.g., sending contact letters out to employees on promotional lists), so no time is lost in filling the positions should, for example, there be no bidders. Such solicitation shall include the notice that the position is subject to post and bid process.

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Union Proposal

Bargaining Unit 15

Date

8/12/2019 11:12 am

Proposal No: 1

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8/7/2019 3:56 pm

The Union proposes the following language:

20.4.15 Post and Bid Procedure for Vacant Positions (Unit 15)

A. Introduction

The post and bid process is designed as a method to allow employees in the same classification to secure a post assignment/position based on seniority. The post and bid process shall be implemented where a variety of work schedules, Regular Days Off (RDOs), shifts, and assignments exist for eligible Unit 15 employees. There are two (2) types of post and bid: the continuous post and bid and the annual post and bid.

The continuous post and bid process allows eligible Unit 15 employees to bid on vacant post assignments/positions on a continual year round basis. The following departments shall implement the continuous post and bid process for all eligible Unit 15 employees: Department of Corrections and Rehabilitation (Adult Programs) (CDCR); California

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Department of Corrections and Rehabilitation - Juvenile Justice (CDCR-DJJ); California Correctional Health Care Services (CCHCS); California Science Center (CSC); Department of Developmental Services (DDS); Department of General Services (DGS); Department of State Hospitals (DSH); and the Department of Veteran's Affairs (DVA).

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The annual post and bid process allows eligible Unit 15 employees to bid on vacant post assignments/positions once per year. The awarded bids are for a twelve (12) month appointment. The following departments shall implement the annual post and bid: CDCR; CDCR-DJJ; and CCHCS.

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The annual post and bid process complements and works along with the continuous post and bid process in the manner described in this Article.

B. Key Definitions and Terms (Excludes DGS):

- 1. **Vacancy:** A vacancy exists when a budgeted permanent position is unoccupied as a result of retirement, transfer, termination, resignation, reassignment, new position, promotion, change in tenure to permanent, or new

funding. As posts/positions in designated Unit 15 classifications become available or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting, in order to maintain the ratio of eligible to non-eligible posts in each department.

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2. **Seniority:** One (1) point for each qualifying month of full-time State service in their classification.

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3. **Posting of Seniority Scores:**

a. Departments (excluding CDCR, CDCR-DJJ, and CCHCS) shall publish an updated seniority list the first week in January and the first week in July of each year. The list shall be published in an accessible location in the facility or worksite.

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b. For CDCR, CDCR-DJJ, and CCHCS, departments that implement an annual post and bid, the seniority list shall be published according to the annual post and bid process described below.

4. **Contested Seniority Scores:** An employee who participates in the continuous post and bid process who believes that their seniority score is computed in error shall submit his/her complaint to the appropriate Local Labor Relations Office within ten (10) calendar days of the seniority scores being published. The department shall publish a corrected seniority list within five (5) business days when errors in seniority scores are identified and confirmed.

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An employee who participates in the annual post and bid process who believes that their seniority score is computed in error shall submit his/her complaint to the local Post and Bid Joint Labor Management Committee (JLMC) by the last Friday in August. The local Post and Bid JLMC, which is created annually for this process, shall be the final level of review. The department shall publish a corrected seniority list within ten (10) days when errors in seniority scores are identified and confirmed.

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Unless otherwise contested, an employee's seniority score, as initially published shall

determine the employee's placement in the post and bid process.

Employees who have been removed from a bid post as a result of a correction to a seniority score or due to management error will be eligible for the continuous post and bid process.

Placement of an employee in an eligible post assignment/position due to the discovery and correction of a seniority date computed in error shall not be grievable by the employee being replaced.

5. **Ties in Seniority:** If two (2) or more employees with the same amount of classification seniority bid on the same position, ties shall be broken as follows:

- 1) Total departmental seniority
- 2) Total State service
- 3) Draw lots

C. Employee Eligibility for Post and Bid (CSC; DDS; DSH; and DVA):

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A permanent full-time employee who has successfully passed probation in his/her current classification. Upon mutual agreement between the Union and the department, employees other than those with a full-time time base may be permitted to post and bid.

An eligible employee absent from the worksite for such reasons as Enhanced Industrial Disability Leave (EIDL), Industrial Disability Leave (IDL), State Disability Insurance (SDI), Workers' Compensation, leave of absences, military leave, etc., may participate in the post and bid process. However, if the employee does not physically report to the awarded post within sixty (60) days of the initial award, the post will temporarily revert to management until the next continuous post and bid process.

Probationary employees are not eligible for the post and bid process and will be assigned by management to any vacant post after all bidded post assignments have been filled.

Employees who receive a post through the post and bid process must possess the required knowledge, skills, aptitude, and abilities of the post to perform at an

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acceptable level. If an employee lacks the post's required knowledge and skills, the supervisor will notify the employee. Training may be made available if an employee requests to be trained to do those work functions within their assigned facility. Such requests shall not be unreasonably denied.

D. Employee Eligibility for Post and Bid (CDCR; and CCHCS):

A permanent full-time Correctional Supervising Cook (CSC) who is permanently assigned to work at that institution and who has successfully passed probation in his/her current classification. There shall be no inter-institutional bidding on post assignments.

An eligible employee absent from the worksite for such reasons as Enhanced Industrial Disability Leave (EIDL), Industrial Disability Leave (IDL), State Disability Insurance (SDI), Workers' Compensation, leave of absences, military leave, etc., may participate in the post and bid process. However, if the employee does not physically report to the awarded post within sixty (60) days of the initial award, the post will temporarily revert to management until the next continuous post

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and bid process.

Probationary employees are not eligible for post and bid and will be assigned to any vacant post after all post assignments have been filled.

Employees who receive a post through the post and bid process must possess the required knowledge, skills, aptitude, and abilities of the post to perform at an acceptable level. If an employee lacks the post's required knowledge and skills, the supervisor will notify the employee. Training may be made available if an employee requests to be trained to do those work functions within their assigned facility. Such requests shall not be unreasonably denied.

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E. Employee Eligibility for Post and Bid (CDCR-DJJ):

A full-time or half-time Cook Specialist I, Cook Specialist II or Correctional Supervising Cook who is permanently assigned to work at that institution and who has successfully passed probation in his/her current classification. There shall be no inter-institution bidding assignments.

An eligible employee absent from the worksite for such reasons as Enhanced Industrial Disability Leave

(EIDL), Industrial Disability Leave (IDL), State Disability Insurance (SDI), Workers' Compensation, leave of absences, military leave, etc., may participate in the post and bid process. However, if the employee does not physically report to the awarded post within sixty (60) days of the initial award, the post will temporarily revert to management until the next continuous post and bid process.

Probationary employees are not eligible for post and bid and will be assigned to any vacant post after all post assignments have been filled.

Employees who receive a post through the post and bid process must possess the required knowledge, skills, aptitude, and abilities of the post to perform at an acceptable level. If an employee lacks the post's required knowledge and skills, the supervisor will notify the employee. Training may be made available if an employee requests to be trained to do those work functions within their assigned facility. Such requests shall not be unreasonably denied.

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Employees who work at Mountain Camps and Correctional Treatment Centers are excluded from the post and bid process.

F. Method and Implementation (Excludes DGS):

Post and bid procedures shall apply when a department has at least the minimum number of positions in the same classification and time base at a particular institution, work location, or worksite and where a variety of work schedules (RDO, shifts, etc.) exist.

The table below provides the breakdown of the number of positions and time base in a classification that are required to initiate the post and bid process at a worksite or institution within a respective department and the percentage of total posts that are eligible for post and bid:

Department	Minimum Positions Needed	Percentage of Posts eligible for Post and Bid
CDCR	3 full-time	80%
CDCR-DJJ	3 full-time or 3 half-time	80%

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CCHCS	3 full-time	80%
CSC	1 full-time	70%
DDS	10 full-time	70%
DSH	10 full-time	80%
DVA	1 full-time	100%

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CDCR-DJJ shall implement two (2) separate post and bid processes for all eligible Unit 15 employees in the Cook Specialist I, Cook Specialist II, or Correctional Supervising Cook classifications; one for the full-time and one for the half time positions.

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Eligible posts that become vacant as a result of retirement, transfer, termination, reassignment, or new funding will be assigned an eligible employee through the post and bid process. If the eligible post remains vacant after the post and bid process, then management reserves the right to fill the post by hire, transfer, promotion or any other method allowed by the State Civil Service System. This post shall be designated as neutral, and once it is assigned and filled by an employee, that employee will have the right to stay in the position for ninety (90) days before the post will become available for bid through the post and

bid process again.

Management reserves the right to fill vacant posts that are not eligible for post and bid by hire, transfer, promotion or any other method allowed by the State Civil Service System.

1. Continuous Post and Bid (Excludes DGS):

a. Announcement of Eligible Posts: Vacant posts shall be announced or advertised the first Monday of each month and remain on display for no less than ten (10) calendar days, excluding weekends and holidays. The announcement shall be published in a prominent location accessible to Unit 15 employees that is designated by each facility or institution. The vacant post notice shall be on a form designed for that purpose and shall include the following criteria:

- Identification posting number
- Level of position
- Work location (as defined by each facility)

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- Regular Days Off or rotation pattern or cycle
- Regular Work Hours/Shift
- Deadline for bid submittal
- Time base
- Location where bid is to be submitted
- Special Instructions, if required for the position

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Post will be awarded within seven (7) calendar days of removing the announcement.

However, in emergencies or where severe staffing shortages exist, delays in awarding the position are permissible for up to thirty (30) days.

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b. Bid Request Form: Management shall make available paper copies of the bid request form in an accessible location for all eligible employees. The bid request form may be made available on the department's intranet.

The bid request form must include the employee's name, current classification,

work address, phone number, current work week/shift/hours, day time phone number.

c. **Submission of Bid Request Form:** A

department's bid request form shall be completed by the eligible employee requesting to be reassigned to any eligible vacant post in their current classification. Requests must be signed by the employee and be submitted or postmarked by the close of business after the second Friday after the initial announcement of the vacant post.

Bid request forms shall be submitted in triplicate with the employee submitting the original to the appropriate office or supervisor, a copy to the Union, and the employee retaining a copy. Bid request forms shall be date-stamped by the appropriate office or supervisor to verify receipt.

An employee may use one (1) bid request form if they are bidding for multiple

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positions, and shall list them in priority order.

Bid request forms shall be kept on file.

d. **Award and Acceptance of Successful**

Bids: Successful bids for post will be awarded to the most senior bidder by the third Friday of the month. Employees will have five (5) calendar days to reject the awarded bid, and may do so in writing to the appropriate office or supervisor and a copy to the Union.

At the DVA only, an employee selected for a bidded position has a maximum of three (3) days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period. If the awarded bid is not accepted within three (3) days, it will go to the next senior bidder.

The employee shall assume the awarded bid post on the first day of the following month, but may delay assuming the new post for up to sixty (60) days in the event

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that the employee is out on leave. If the employee is unable to assume the awarded bid, the post will be filled through the continuous post and bid process, in accordance with subsections C., D., and E. of this Article.

An employee that accepts a bid award under the continuous post and bid process shall not be eligible to participate in the continuous post and bid process for twelve (12) months.

2. Annual Post and Bid (CDCR; CDCR-DJJ; and CCHCS):

The Appointing Authority shall have overall responsibility for the implementation and maintenance of this process at each institution. Each Appointing Authority shall implement the annual post and bid process separately and distinctly, even in locations where multiple Appointing Authorities operate at the same institution.

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a. **Post and Bid Joint Labor Management**

Committee (JLMC): The Appointing Authority or the Appointing Authority's designee will ensure compliance through the department's designee and a local Post and Bid JLMC. The local JLMC shall consist of an equal number of management and Union representatives. The Union representatives shall be a SEIU Local 1000 representative assigned by the Union job stewards.

No later than the first Monday in August, the JLMC will establish the specific posts that comprise the eighty percent (80%) of the posts that are eligible for post and bid. In order to accomplish this, the department's designee shall provide the following:

- 1) A seniority score list
- 2) An updated post assignment schedule

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3) Current budgeted position orders

The JLMC shall divide the eligible posts among the work areas, watches and RDOs in the same proportion as their percentage of the total number of qualifying posts.

Posts that cannot be agreed upon by the JLMC will be resolved by the Appointing Authority.

For the purpose of determining assignments on each shift, those institutions comprised of multi-facilities will be considered as one (1) entity within each Appointing Authority.

Management retains the right to determine individual duties assigned to posts.

b. **Announcement of Eligible Posts ,**

Position Orders and Seniority Scores:

No later than the second Friday in August, the department's designee shall publish in an accessible location an updated post assignment schedule, the current budgeted position orders and the seniority scores for

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all eligible employees.

An employee who believes their seniority score is computed in error shall refer to subsection B.4 ("Contested Seniority Scores") in this Article.

c. **Submission of Bid Request Form:**

Beginning on the last Monday in August every year, eligible employees who wish to participate in the annual post and bid process can begin to submit bids.

Employees may bid for multiple posts. All approved bid request forms must be completed and submitted to the department's designee no later than close of business on the first Friday in September.

Bid request forms shall be date-stamped by the Appointing Authority or their designee to verify receipt.

An employee may voluntarily withdraw from participation in the post and bid process by submitting a written request to the

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Appointing Authority's designee. The employee who withdraws from the post and bid process will be assigned a post assignment at management's discretion after the bidded posts have been filled. The vacated post will be subject to the continuous post and bid process.

Failure on the part of an employee to submit a bid request form shall result in a no-preference indicated (NPI) for the employee for the annual post and bid process. The employee will be assigned a post assignment at management's discretion, but may participate in the subsequent continuous post and bid process.

Management may assign its twenty percent (20%) of the posts prior to the first bid or at the conclusion of the annual post and bid process, management will fill any vacant or bid management assignment. These post assignments shall become effective the first Monday in October.

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d. **Award and Acceptance of Successful**

Bids: The final post assignments will be published by the Appointing Authority's designee on the third Friday in September and become effective the first Monday in October.

Employees who are successful in obtaining their bid must assume the post within sixty (60) calendar days of publication of the bid results. Until such time as the employee assumes the post, the post will temporarily revert to management.

In the event the employee is unable to assume the post within sixty (60) calendar days, upon his/her return, the employee will be placed in an post assignment at management's discretion. The post that the employee was unable to assume will be subject to the continuous post and bid process.

e. **District Bargaining Unit Representatives (DBUR) in CDCR:** In those institutions with

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three (3) or more Correctional Supervising Cook positions, a post designated for a Unit 15 District Bargaining Unit Representative (DBUR) will be determined by the local Post and Bid JLMC. The DBUR post will be counted in that institution's eighty percent (80%) of eligible posts. Any additional eligible posts shall be distributed through the annual post and bid process.

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- 3. Deletion or Change of a Post:** If an eligible post assignment/position is deleted or altered because of coverage or other legitimate operational needs, the employee in that post assignment/position shall be notified in writing at least fifteen (15) days prior to any change. If an employee desires to remain in an altered post assignment/position, he/she shall notify management of that desire within five (5) calendar days and shall remain in that altered post assignment/position. If the employee does not desire to remain in the altered post assignment/position, he/she may bid on any

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vacant post assignment/position. The employee shall remain in the altered post assignment/position until such time as he/she successfully bids or applies for a new post assignment/position.

A post assignment/position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

A post assignment/position shall not be altered unless the need to alter the post assignment/position is substantiated by management in writing to the employee and the Union.

This section does not apply to post assignments/positions awarded through the annual post and bid process.

- 4. Preservation of Eligible Post Ratios:** When management alters or modifies the shift and/or RDO of a post that was awarded through the annual post and bid process prior to the end of

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the twelve (12) month appointment, management shall implement an interim annual post and bid process. Post assignments that are awarded through the interim annual post and bid process shall remain effective until the implementation of the regular annual post and bid process.

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5. Substandard Performance Review, Discipline and Loss of Post and Bid Eligibility:

Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. In order to substantiate that the employee does not possess the required knowledge and skills, management must clearly substantiate the concerns with the employee's knowledge and skills in the employee's performance evaluation, which supports the below standard rating. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The employee will be permitted to bid in the subsequent continuous post and bid period. The

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vacated post shall be subject to the continuous post and bid process.

- a. The decision to remove the employee from his/her post must be approved by the Appointing Authority or designee on a case-by-case basis.

An employee may be temporarily removed from his/her post pending a personnel investigation/EEO investigation, but will be assigned to a shift with substantially similar start/stop times and RDOs. Once the investigation has been concluded and the charges have not been substantiated, the employee will be returned to his/her post.

An employee may be removed from his/her post upon the effective date of an adverse action related to job performance (after the conclusion of the Skelly hearing process and/or time frames associated with that process) if the employee has not filed an appeal to the State Personnel Board (SPB). If an appeal has been filed, an employee may be removed from his/her post only after the

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SBP has upheld the adverse action. Such movement will be to the same shift without regard to RDOs or start/stop times. The employee shall be excluded from participating in the subsequent post and bid process. The vacated post shall be subject to the continuous post and bid process.

If the employee is exonerated from the adverse action or the wrongdoing, his/her right to bid and/or hold positions shall be restored.

6. **Floating (DDS):** If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

7. **Nepotism:** No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a post based on the department's nepotism policy. If awarding of the bid, or the post creates a nepotistic situation and is in violation of the department's

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policy the bid will be denied. The Union and the employee will be notified within five (5) business days of the denial.

Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

8. **Disputes:** Where applicable, either party may request a local Joint Labor Management Committee to conduct a meet and discuss regarding any problem or concern with the post and bid process. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

Disputes concerning the post and bid process shall be grievable to the departmental level and not arbitrable.

G. Post and Bid Process for the Department of General Services (DGS):

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1. **Key Definitions:**

- a. **Vacancy:** A permanent full-time position unoccupied as a result of retirement, transfer, termination, reassignment, or new funding, and where a variety of work schedules (days off, shifts, etc.) exist.

- b. **Permanent full-time status employee:** A full-time employee who has successfully passed probation in their current classification in the Department of General Services by the final filing date of the position being advertised.

- c. **Post and Bid Request Form:** The written request form provided by respective DGS offices and completed by the permanent full-time status employee requesting to be reassigned to any position/ assignment in their current classification. Requests must be

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submitted by the final filing date of the position(s) being advertised.

The position will be advertised on CalHR's CalCareer website and in an accessible location for all BU 15 employees in the management units for a minimum of seven (7) calendar days. This notice shall include the classification, a duty statement or description of duties, requisite skills and abilities required of the position, reporting location, the shift and days off for the position to be filled, the final filing date, and the contact person's name and telephone number. Employees interested in a posted position must indicate interest by submitting a departmental bid request form to the specified contact person by the final filing date. The bid forms will be posted on CalHR's CalCareer website and copies will be kept in an accessible location for all

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BU 15 employees.

- d. **Seniority:** Seniority is determined by permanent full-time status employees with the greatest amount of continuous permanent full-time statewide seniority in the class. Continuous permanent full-time statewide seniority in the class shall be time in class, before and after the return from a temporary separation (including time spent on a limited-term appointment or Temporary Authorization Appointment-TAU) followed by a mandatory reinstatement. When determining seniority for a specific position, the seniority will be calculated up to the last day of the pay period prior to the final filing date of the JOB. In the event of a tie in the seniority scores, the tie shall be broken using (1) total statewide service seniority; (2) departmental seniority; (3) by lot.

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e. **Seniority Post and Bid Lists:** After the close of business on the final filing date for the position(s) being advertised, the hiring office will submit a list of the bids received to the Office of Human Resources (OHR) for calculation of the seniority scores. See Special Considerations/Exclusions. Seniority lists shall be developed by OHR within three (3) working days following the close of business on the final filing date and OHR will provide the seniority scores to the hiring office. The employee with the most seniority will be offered the position. The bidder can request the results of the bid from the hiring office five (5) days after close of the bid.

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2. SPECIAL CONSIDERATIONS/EXCLUSIONS:

a. **Limit On Bids:** An employee may not make more than one (1) successful bid each twelve (12) months. (A successful bid is when the bidder accepts the

position and reports for work). The exception is if an employee's bidden position is altered and the employee elects not to stay in the position.

- b. **Promotion:** Management has the option to use a civil service list in lieu of these Post and Bid provisions to promote Bargaining Unit 15 employees only after the Post and Bid process has been used.
- c. **Mandatory Placement:** These Post and Bid provisions do not apply when management chooses to retain a Limited-Term or TAU by a permanent appointment or when an employee must be placed by mandatory reinstatement, promotion in place, changing a permanent intermittent employee to permanent full-time, placement of an employee subject to layoff, State Restriction of Appointments/Surplus lists, proper placement (i.e. reasonable accommodation), limited light duty, or

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other clearly articulated operational reasons including client demands.

d. **Requisite Skills and Abilities:**

Employees placed under the Post and Bid provisions must possess the requisite knowledge, skills, aptitude, and abilities of the position to perform at an acceptable level. If an employee lacks the position requisites, the supervisor will notify the employee. Training may be made available if an employee requests to be trained in other work functions within their assigned facility; such requests shall not be unreasonably denied.

e. **Discipline/Substandard Review:**

Management is not required to consider an employee who has a sustained formal disciplinary action or received an overall substandard performance review within the last twelve (12) months. The commencement of the 12-month period will be the effective date of the action, not the ending date of the action.

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f. **Security/Safety or Other Reasons:**

These Post and Bid provisions do not preclude management from transferring or assigning employees for verifiable security, safety, or clearly articulated operational reasons. Prior to initiating such actions, the Labor Relations Office should be contacted.

g. **Shift Changes with No Vacancy:** Post

and Bid does not apply when there is no vacancy and internal permanent or temporary shift changes are initiated.

Such placement of employees will be done based on operational needs (i.e. client demands) and in accordance with Unit 15 provisions. Prior to initiating such actions, the Labor Relations Office should be contacted.

h. **Security Background Clearance:** For

those facilities that require an employee background security clearance, the most senior qualified bidder will be selected.

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i. **Post and Bid Acceptance:** An employee offered a bidded position has a maximum of three (3) work days in which to accept or reject a job offer unless a longer period is agreed to by the hiring supervisor. If an employee requests or is reassigned temporarily to do different work, this does not negate the position they accepted through these Post and Bid procedures.

j. **New Regional Offices:** When new Regional Offices are established, DGS shall advertise and accept applications from employees statewide. In accordance with these procedures, the most senior qualified employee shall be selected. If there are no qualified bidders, DGS may fill the positions by other valid hiring means. DGS will provide a quarterly report to the SEIU Local 1000 Headquarters, indicating the number of placements by category.

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3. EMPLOYEE PROCEDURES:

Permanent full-time Unit 15 employees who wish to be considered for a position or shift assignment vacancy, in their current classification, must submit a Post and Bid Reassignment/Transfer Request form. This form must be submitted or postmarked by the close of business on the final filing date of the position being advertised. The employee is responsible to deliver or mail the bid form to the contact person.

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The employee must submit a bid form each time a position(s) is advertised that they are interested in bidding for, however, if multiple positions are being advertised on the same advertisement, one bid form will be sufficient. This form is available with the advertisement posted on CalHR's CalCareer website.

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Management will also keep copies of the form available in an accessible location for all BU 15 employees.

The request form must include the employee's current permanent classification, work address and phone number, current work week/

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Approved by
Lina D. Bocar
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shift/hours, day time phone number or an alternate person to contact with a day time phone number, and the current supervisor's name and phone number. The contact person must have full authority on behalf of the employee to accept or decline a position. If there is no contact person or the contact person is not available or willing to accept or decline the position, it shall be considered a waiver and the next most senior person on the list shall be offered the position.

The OHR will notify employees who do not meet the Post and Bid MOU provisions.

Employees should contact their supervisor to resolve discrepancies in seniority scores.

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Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45 AM

Proposal No: 1

The Union proposes the following rollover language:

20.5.15 Work Assignment or Shift Changes (Unit 15)

A. Unit 15 employees who are not covered by a Post and Bid Agreement and who request a work assignment or shift change not involving a geographic relocation shall submit a written request to the facility/program management or designee. When the employer determines that a vacancy in the requested work assignment or shift is available, employees with written requests on file shall be considered and the decision to grant or deny the request shall only be based on the following factors:

- Permanent status;
- The needs of the students, clients, patients, wards, inmates, etc;
- Skills and abilities;
- Needs of the facility, including security and safety;

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TA 8/2/19 @ 11:45 AM
Stacy Miller
Maggie Gray

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- Staffing requirements;
- Satisfactory performance and attendance;
- Seniority.

Such requests shall not be unreasonably denied and all written requests shall remain on file until granted or withdrawn by the employee.

- B. If two (2) or more employees request the same assignment or shift and meet the above qualifications, the most senior employee will be granted the position.

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Union Proposal
Bargaining Unit 17

Date 8/9/19

12:10 PM

Proposal No: 2

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

20.6.17 Post and Bid Procedure for Vacant Registered Nurse Positions – Veteran’s Homes (Unit 17)

A. Vacant Positions

As Registered Nurse positions become available, or vacant, they shall be posted. The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees.

B. Posted Positions

Positions shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised by each Veteran’s Home newsletter, e-mail bulletin board and any other method of advertisement. The posted notice shall be on a form designed for that purpose and shall include the following posted criteria:

- 1. Identification posting number

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2. Level of position
3. Unit (or ward) or other assignment
4. Shift
5. Days off or rotation pattern and cycle
6. Time base and/or tenure
7. Deadline for bid submittal
8. Typical assigned duties if not a level of care
Registered Nurse position
9. Description of duties to be performed (knowledge, skills and abilities)

Each notice shall remain posted for no less than ten (10) calendar days.

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's

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name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

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D. Special Qualifications

Employees bidding on assignments which require specialized training shall meet the skills, knowledge and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

E. Assignment

Within twenty (20) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most State service seniority. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to forty-five (45) calendar days after the posting of the notice.

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F. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

G. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that

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distributes floating on an equitable basis. The RN Shift Lead shall not be included in floating.

H. Transfers

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

I. Denial of Bid

Employees who have adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the Veteran's Home

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Administrator or designee may be requested by the employee.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored. The reason for denial to bid shall be in writing and given to the employee.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

J. Limits on Bid

An employee may not make more than one (1)

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successful bid each twelve (12) months except that if an "employee" bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions in subsection I above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Only permanent, full-time employees are eligible to bid in the Post and Bid process. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Veteran's Home Administrator or designee prior to the final decision regarding the employee's ability to bid.

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K. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the

Department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotistic situation, notice must be given to the employee.
2. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

L. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

M. Post and Bid Review

At each Veteran's Home, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon

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request, the Post and Bid administrator shall meet periodically with SEIU representatives for the purpose of reviewing compliance with the Post and Bid provision.

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N. For purpose of this Agreement, "seniority" is defined as one (1) point for each qualifying month of full-time State Service.

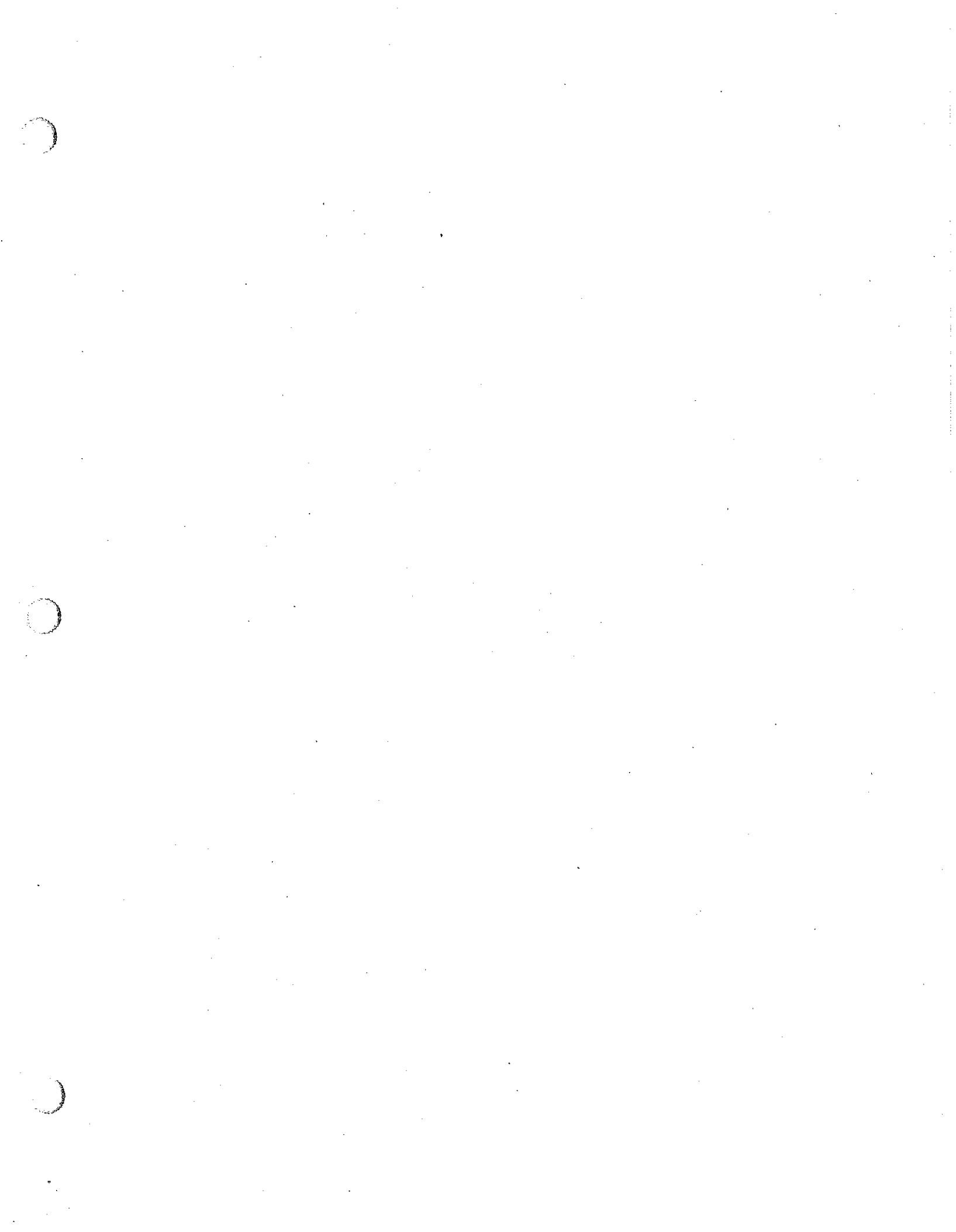
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O. Implementation and Applicability

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The provisions of this section will be implemented six (6) months after ratification of the Agreement by both the State and the Union membership.

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Union Proposal
Bargaining Unit 17

Date 8/18/19

Proposal No: 4

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Dist. Sec. Dr.
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M. J. A.*

The Union proposes the following language:

20.7.17 Post and Bid Procedure for Vacant Positions – DDS & DSH (Unit 17)

A. Vacant Positions

As management determines that Registered Nurse positions become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. As positions become vacant and determinations are made by the State, the excess of non-posted positions over posted positions shall not exceed two (2) at any hospital or developmental center at any time. In no case shall more than sixty-five percent (~~60~~65%) of the filled Registered Nurse

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positions in a hospital/developmental center be held by employees through successful bids.

The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees. The filling of vacancies by either promotion from an eligible list or external lateral transfers is not subject to the post and bid procedure.

B. Posted Positions

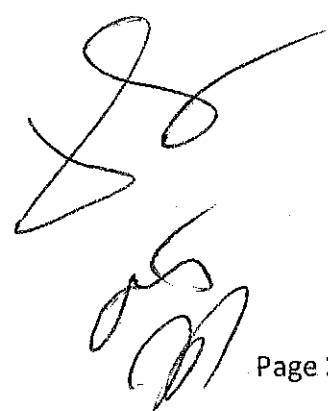
Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each hospital's/developmental center's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

1. Identification posting number
2. Level of position
3. Program and unit (or ward) or other assignment
4. Shift

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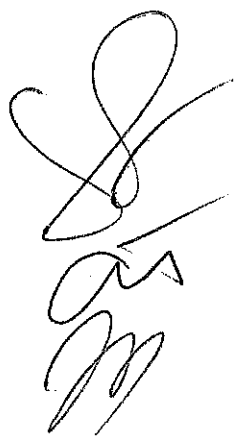
5. Days off or rotation pattern and cycle
6. Time base
7. Deadline for bid submittal
8. Indication of an "incentive bid position"
9. Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days.

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

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Posted positions shall be available for bid only to

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those employees in the civil service classification specified on the posted notice.

D. Assignment

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty (60) calendar days after the posting of notice. If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios or 65/35 ~~60/40~~ position count. These positions may be filled:

1. In accordance with subsection A above, or
2. Hire, promotion, reinstatement, transfer from within the facility or from another State hospital/developmental center or other State agency.

If that position is filled or committed within sixty (60) days of withdrawal of posting under (2) above, it shall not count in the 50/50 posting ratios.

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E. Incentive Bid Position

A vacant position that is posted two (2) consecutive times and remains unbid may be identified as an "incentive position" on the third consecutive posting. In a program identified as a "designated program" an unbid position may be identified as an incentive position on the second consecutive posting.

An employee who successfully bids an incentive position and remains in the position for one (1) year shall be accorded super-seniority for their next successful bid. When two (2) or more employees with super-seniority bid, the position shall be awarded as follows:

1. Length of super-seniority
2. Seniority
3. By lot

Incentive positions that are not bid upon may be filled through internal transfer from within the hospital without counting in the posting ratios or position counts. He/she is then eligible to receive super-

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seniority in the same manner as an employee who bid the position. Employees who successfully bid an incentive position and are bidding in-place (same unit and shift as the posted position) shall not be eligible to earn the super-seniority. In "designated programs" the super-seniority eligibility shall be limited to positions awarded to employees from outside the program only.

The facility shall provide the Union with a weekly listing of "designated programs."

An employee in an incentive position that is deleted or altered in accordance with subsection E shall retain the eligibility to earn super-seniority if he/she elects to remain in the altered or changed position. Employee absences due to illness or injury shall not be counted after the fourteenth (14th) consecutive calendar day toward the one (1) year qualifying period to earn super-seniority.

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F. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position.

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If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

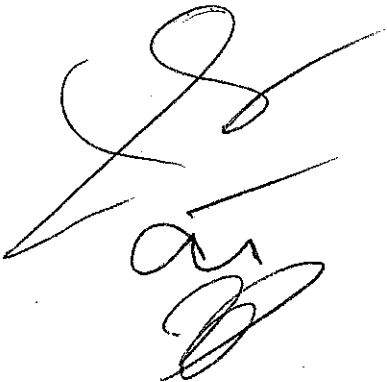
G. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

H. Exempt Positions

When a non-licensed employee receives his/her license and is subsequently appointed to the Registered Nurse classification, he/she shall not be considered as a new hire for purposes of counting

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positions under subsections A, C, D, or E.

I. Transfers

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

J. Denial of Bid

Employees who have adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored. Employees who are charged with wrongdoing, which is also grounds for adverse action, may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action.

A hearing before the Executive Director or designee is required prior to such denial.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may

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lose their right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded super-seniority for one (1) successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

K. Limits on Bid

An employee may not make more than one (1) successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions in subsection J above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

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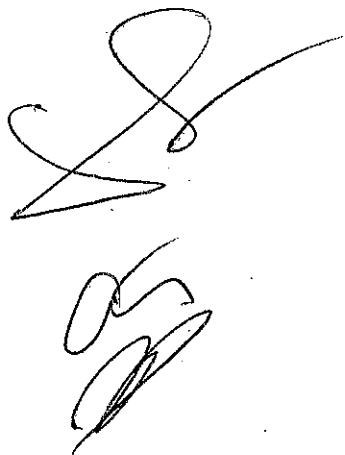
Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Executive Director or designee prior to the final decision regarding the employee's ability to bid.

L. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

State

1. If such bid or position creates a nepotistic situation, notice must be given to the Union.
2. Representatives of the Union and the State shall meet and review the situation.
3. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
4. Nothing in this subsection shall prohibit the



employee and/or the Union from filing a grievance.

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M. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

N. At each hospital or developmental center, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with SEIU Local 1000 representatives for the purpose of reviewing compliance with the Post and Bid provision. At the request of the local SEIU Local 1000 job steward or representative, the Post and Bid administrator shall provide information relative to the specific post and bid request.

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At each facility, the Post and Bid administrator shall maintain information relative to the post and bid process specific to Unit 17 employees. This report shall include, at a minimum, a month by month

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record of all post and bid and management discretion positions filled, including position regular days off, cycle schedule, shift and location; identify positions posted, bids received and awarded, positions posted receiving no bids and those subsequently filled without counting against management discretion.

O. For purposes of this Agreement, "seniority" is defined as one (1) point for each qualifying month of full-time State service.

P. Implementation and Applicability

The provisions of this section will be implemented six (6) months after ratification of the Agreement by both the State and the Union membership. As used in this section, the term "Registered Nurse" refers to the classification of "Registered Nurse" in the Department of Developmental Services and to the classification of "Registered Nurse (Forensic Facility)" in the Department of State Hospitals or Department of Developmental Services.

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Union Proposal
Bargaining Unit 17
Date 8/18/19

Proposal No: 1

TIA
@ 2:23pm

The Union proposes the following rollover language:

20.8.17 Post and Bid Procedure CDCR/DJJ (Unit 17)

A. Introduction

The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the "24 Month P&B Process" which allows employees to bid twenty-four (24) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twenty-four (24) month assignments are in effect.

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Nancy [unclear]
KC [unclear]

1. The Chief Medical Officer (CMO) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.
2. The word "assignment" as used in this section is synonymous with that of "position".

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3. Participation in the P&B process is limited to eligible employees. An eligible employee:

- a. Must be a permanent full-time RN; probationary employees are excluded.
- b. Must be permanently assigned to and work at the institution; eligible employees may participate only in their institution's P&B process. There shall be no inter-institution bidding on assignments.

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4. Excluded Assignments

Specialty areas shall be excluded from the P&B process. Such areas shall be Intensive Treatment Program nurses, Intensive Behavioral Treatment Program nurse, Infection Control nurse, Utilization Review nurse, Sick and Vacation Relief, Special Program at Preston, ICF/ DMH Program at SYCRCC and CTC/MH Programs. Those RN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, they shall not be counted in either Management's or Union's positions.

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5. Special Qualifications

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Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

6. Seniority

For purposes of this Agreement, "seniority" is defined as one (1) point for each qualifying month of full-time Division of Juvenile Justice Unit 17 service, with ties broken by one (1) point for each qualifying month of full-time Unit 17 service.

7. Limits on Bid

An employee may not make more than one (1) successful open assignment bid each twelve (12) months except when an employee's bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section G (1) and G (2) or if an employee is granted a bid under the provisions of subsection I if these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

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8. Pre-Bid Meet and Discuss

Prior to each P&B cycle, a local meet and discuss at each complex and/or facility to discuss the 70/30 pattern shall occur. Upon request, prior to the meet and discuss, each facility shall provide post orders and job descriptions for each position.

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B. Twenty-four (24) Month Bid Process

1. There shall be seventy percent (70%) of the RN qualifying post assignments (excluding specialty areas) in the CDCR allotted according to seniority at each facility.

Any new seniority positions as a result of the increase in percentages of the total seniority shall be posted for bid within ninety (90) calendar days of the ratification of the Contract by both parties. The term for these positions will end at the same time as the institution's original post and bid period.

2. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management

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assigning the individual to an assignment that remains unfilled after this bid process is completed.

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3. Timeframes

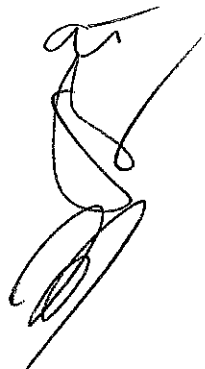
a. The twenty-four (24) month bid cycle begins in the month of April 2008, for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than April 1st every other year.

b. Unless otherwise contested by April 15, an employee's seniority as posted on April 1, shall determine the employee's placement on the seniority list.

c. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4:00 p.m. on May 1, or 4:00 p.m. on the following

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Monday if the date falls on the weekend. An employee may write more than one (1) bid preference on the bidding form in priority order.

- d. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.
- e. Failure on the part of the employee to submit a request form by 4:00 p.m. on May 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

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- f. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.
- g. The new assignments will begin the second Monday in July first watch.
- h. The time frames will be agreed upon at the local level by the Union and Management.

C. Interim Vacancy Bidding Process

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1. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if management determines to fill the vacant position, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by management to be filled by bid shall be subject to the terms and conditions of this section.

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2. As RN assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting.
3. The filling of vacancies by either promotions from eligible list or external lateral transfers are not subject to P&B.
4. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.
5. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time. In no case shall more than seventy percent (70%) of the filled RN assignments (as defined above) be held by employees through successful bids.
6. Each notice shall remain posted as provided for in "POSTING ASSIGNMENTS" for no less than

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fifteen (15) calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4:00 p.m. on the fifteenth (15th) day of posting.

7. At the end of the fifteen (15) day bid period, the eligible bidded employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion and shall be counted neutral.

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D. Posting Assignments

Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

1. Identification posting number
2. Unit (or ward) or other assignment
3. Shift
4. Days off or rotation pattern and cycle

5. Time base
6. Deadline for bid submittal and where to be submitted
7. Special qualifications (if any)

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E. Bidding

1. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employee shall submit the completed bid form to the following:

- a. The original to the location designated on the bid form,
- b. A copy to the Union designated steward, and
- c. The bidding employee.

Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.

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2. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL; SDI; Worker's Compensation; leave of absence; annual military leave; illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.

3. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.

F. Other Factors

1. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the

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employee's return to the assignment after being determined they qualify to resume such duties.

- a. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/RDO's if the absence was generated by a management decision.
 - b. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.
 - c. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.
2. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.
 3. Employees who laterally transfer after May 1 will

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be precluded from the bid process until the next open bid period.

G. Deletions and Changes

1. If a bid assignment is deleted due to reduced allocations or other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.
2. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of that desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

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H. Transfers

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

I. Denial of Bid

1. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, his/her right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.
2. An employee may be temporarily removed from the bid assignment pending a personnel/EEO

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investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to their bid assignment.

3. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.
4. Employees losing their right to bid or hold assignment as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one (1) successful bid so long as this bid is exercised within three (3) months of

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the decision absolving the employee.

5. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.

6. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

J. Floating

If it becomes necessary to temporarily float employees to another Unit 17 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis. The RN Shift Lead shall not be

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included in floating.

K. Involuntary Removal

Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

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L. Nepotism

1. No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:
2. If such bid or position creates a nepotism situation, notice must be given to the employee.
3. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

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4. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

M. Disputes

1. Disputes concerning this section shall be grievable to the Director's level of review and shall not be arbitrable;
2. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;
3. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the first formal level of review within the normal time frames specified in the grievance process;
4. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or

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5. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

N. Implementation and Applicability

Contractual right to Post and Bid for Shift Preference/RDO's shall remain in effect with no position changes at those affected institutions until Article 20.8.17 is implemented and the yearly bid process begins in April 2008. Implementation of the Post and Bid process at new institutions will begin the first April following activation (receipt of youth).

O. Other Considerations

For the initial process in 2008, it is the intent to make every attempt to begin the process March 1, 2008, but no later than as defined in section B.3.

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TH 9:37 PM
8/28/19

Union Counter
Bargaining Unit 17

Date _____

Counter No: 4

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The Union proposes the following language:

**20.9.17 Post and Bid Assignments by Seniority – CDCR
(Unit 17)**

A. Introduction

The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the "24 Month P&B Process" which allows employees to bid twenty-four (24) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twenty-four (24) month assignments are in effect.

1. The Chief Nurse Executive (CNE) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.
2. The word "assignment" as used in this section is synonymous with that of "position".

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3. Participation in the P&B process is limited to eligible employees. An eligible employee:

- a. Must be a permanent full-time RN; probationary employees are excluded.
- b. Must be permanently assigned to and work at the institution. Eligible employees may participate only in their institution's P&B process. There shall be no inter-institution bidding on assignments.

4. Excluded Assignments

Specialty areas shall be excluded from the P&B process. Such areas shall be dialysis, PACU, ICU, utilization management, and infection control ~~surgical assignments~~. Those RN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, they shall not be counted in either Management's or Union's positions.

5. Special Qualifications

Employees bidding on assignments which require specialized training shall meet the skills,

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knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

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6. Seniority

For purposes of this Agreement, "seniority" is defined as one (1) point for each qualifying month of full-time Departmental Unit 17 service, with ties broken by one (1) point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by "lottery" thereafter.

7. Limits on Bid

An employee may not make more than one (1) successful open assignment bid. All employees shall remain in their initial successful bid for each twelve (12) months from the day the post is awarded except when an employee's bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section "G 1 and 2" or if an employee is granted a bid under the provisions of subsection "I". If these occur, the employee shall have the right to bid again. Exceptions to this

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limitation may be granted.

B. Twenty-four (24) Month Bid Process

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1. There shall be eighty ~~seventy-five~~ percent (75 80%) of the RN qualifying post assignments (excluding specialty areas) in the California Department of Corrections and Rehabilitation (CDCR) allotted according to seniority at each facility that provides healthcare, ~~that is not a licensed acute care hospital.~~

~~a. At licensed acute care hospitals (CMF, CIM, CMC, COR) there shall be eighty percent (80%) of the RN qualifying post assignments (excluding specialty areas) allotted according to seniority.~~

a.b. Any new seniority positions as a result of the increase in percentages of the total seniority shall be posted for bid within ninety (90) calendar days of the ratification of the Contract by both parties. The term for these positions will end at the same time as the institution's original post and bid period.

2. The specific posts that comprise the eighty

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seventy-five percent (~~75~~ 80%) and the ~~twenty-five~~ percent (~~25~~ 20%) (~~or eighty percent (80%) and the twenty percent (20%) in licensed acute care hospitals~~) will be identified through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss. During the meet and discuss, management and the union shall determine if a walk up or paper bid process will be conducted.

3. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.

4. Timeframes

a. The twenty-four (24) month bid cycle begins in the month of October-2002, for those employees who wish to participate.

An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than October 1st every other year.

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- b. Unless otherwise contested by October 15, an employee's seniority as posted on October 1, shall determine the employee's placement on the seniority list.
- c. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4:00 p.m. on November 1, or 4:00 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one (1) bid preference on the bidding form in priority order.
- d. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be

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counted neutral; that is, they shall not be counted in either Management's or Union's positions.

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e. Failure on the part of the employee to submit a request form by 4:00 p.m. on November 1, or failure to show up at the allotted time for a walk up bid, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

f. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.

g. The new assignments will begin the second Monday in January first watch.

h. The time frames will be agreed upon at the

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local level by the Union and Management.

C. Interim Vacancy Bidding Process

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1. The interim bidding process is designed as a method to provide vacant assignments, if Management determines to fill the positions, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by management to be filled by bid shall be subject to the terms and conditions of this section.

2. As RN assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twenty-four (24) month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.

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3. The filling of vacancies by either promotions from eligible lists or external lateral transfers are not subject to P&B.

4. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.

~~5. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twenty-four (24) month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above~~

56. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time. In no case shall more than seventy eighty percent (8070%) of the filled RN assignments (as defined above) be held by

employees through successful bids.

67. Each notice shall remain posted as provided for in "POSTING ASSIGNMENTS" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4:00 p.m. on the fifteenth (15th) day of posting.

78. At the end of the fifteen (15) day bid period, the eligible bidded employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion and counted neutral.

D. Posting Assignments

Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

1. Identification posting number
2. Unit (or ward) or other assignment

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3. Shift
4. Days off or rotation pattern and cycle
5. Time base
6. Deadline for bid submittal and where to be submitted
7. Special qualifications (if any)

E. Bidding

1. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employee shall submit the completed bid form to the following:

- a. the original to the location designated on the bid form,
- b. a copy to the Union designated steward, and
- c. the bidding employee.

Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be

dated and signed by the employee.

2. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL; SDI; Workers' Compensation; leave of absence; annual military leave; illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.

3. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.

F. Other Factors

1. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the

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employee's return to the assignment after being determined they qualify to resume such duties.

- a. If absence is more than sixty (60) calendar days, the Appointing Authority may authorize an employee's return to the assignment or same watch/RDO's if the absence was generated by a management decision.
- b. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.
- c. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.

2. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.

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3. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid period.

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G. Deletions and Changes

1. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.
2. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of that desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to

attend.

H. Transfers

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

I. Denial of Bid

1. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, his/her right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.

2. An employee may be temporarily removed from

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the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to their bid assignment.

3. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.
4. Employees losing their right to bid or hold assignment as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one (1) successful bid so long

as this bid is exercised within three (3) months of the decision absolving the employee.

5. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.
6. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

J. Floating

The word "float" as used in this section is synonymous of that of "redirect". If it becomes necessary to temporarily float/redirect employees to another Unit 17 position in order to provide coverage, each work

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location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis. The RN Shift Lead shall not be included in floating.

K. Involuntary Removal

Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

L. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotism situation, notice must be given to the employee.
2. Assignments not in conformance with this subsection shall be corrected by transfer or other

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appropriate action within ninety (90) days.

3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

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M. Disputes

1. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable;
2. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;
3. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the first formal level of review within the normal time frames specified in the grievance process;
4. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The

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employee shall then have first preference on the first available bid position; or

5. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

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N. Implementation and Applicability

Contractual right to Post and Bid for Shift Preference/RDO's shall remain in effect with no position changes at those affected institutions until Article 20.9.17 is implemented and the yearly bid process begins in October-2002. Implementation of the Post and Bid process at new institutions will begin the first October following activation (receipt of inmates).

The parties recognize, pursuant to the February 14, 2006 Court Order Appointing that Receiver, that the Receiver is empowered to renegotiate this provision, in the event that such action is necessary for the Receiver to fulfill his duties under the Order. The determination on whether such action is necessary rests solely with the Court pursuant to paragraph D. of the Order.

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Tim J. ...
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Union Proposal
Bargaining Unit 20
Date 8/17/19

Proposal No: 3

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@ 1451
8/17/19

[Handwritten signatures: Kaysa Brown, Kayen Fuki, Steve...]

The Union proposes the following language:

20.10.20 Post and Bid Procedure for Vacant Licensed Vocational Nurse (LVN) Positions (Excluding CDCR) (Unit 20)

Post and Bid shall apply to the LVN classification at facilities (1) with fifteen (15) or more LVN positions and (2) which either provide services seven (7) days a week or for which management has established multiple starting times. Only permanent full-time employees are eligible to participate in the post and bid process.

A. Vacant Positions

As management determines that positions become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil

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Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. As positions become vacant and determinations are made by the State, the excess of non-posted positions over posted positions shall not exceed two (2) at any facility at any time. In no case shall more than sixty-five percent (605%) of the filled positions in a facility be held by employees through successful bids.

The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees. The filling of vacancies by either promotion from an eligible list or external lateral transfers is not subject to the post and bid procedure.

B. Posted Positions

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each facilities publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

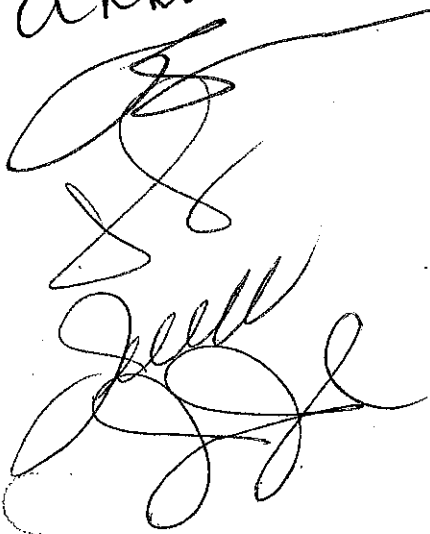
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1. Identification posting number
2. Level of position
3. Program and unit (or ward) or other assignment
4. Shift
5. Days off or rotation pattern and cycle
6. Time base
7. Deadline for bid submittal
8. Indication of an "incentive bid position"
9. Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days.

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points,

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current work location and business telephone number.
The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

Posted positions shall be available for bid only to those employees in the civil service classification specified on the posted notice.

D. Assignment

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority.

However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty (60) calendar days after the posting of notice.

If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios or 605/4035 position count. These positions may be filled:

1. In accordance with subsection A above, or
2. Hire, promotion, reinstatement, transfer from within the facility or from another State agency.

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If that position is filled or committed within sixty (60) days of withdrawal of posting under (2) above, it shall not count in the 50/50 posting ratios.

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E. Incentive Bid Position

A vacant position that is posted two (2) consecutive times and remains unbid may be identified as an "incentive position" on the third consecutive posting. In a program identified as a "designated program" an unbid position may be identified as an incentive position on the second consecutive posting.

An employee who successfully bids an incentive position and remains in the position for one (1) year shall be accorded super-seniority for their next successful bid. When two (2) or more employees with super-seniority bid, the position shall be awarded as follows:

1. Length of super-seniority
2. Seniority
3. By lot

Incentive positions that are not bid upon may be filled through internal transfer from within the hospital without

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counting in the posting ratios or position counts. He/she is then eligible to receive super-seniority in the same manner as an employee who bid the position.

Employees who successfully bid an incentive position and are bidding in-place (same unit and shift as the posted position) shall not be eligible to earn the super-seniority. In designated program's the super-seniority eligibility shall be limited to positions awarded to employees from outside the program only.

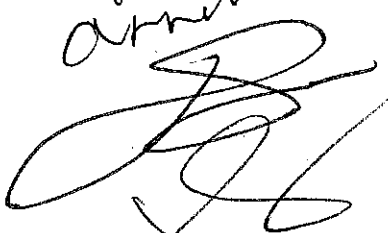
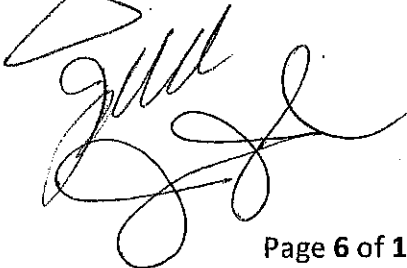
The facility shall provide the Union with a weekly listing of "designated programs."

An employee in an incentive position that is deleted or altered in accordance with subsection E shall retain the eligibility to earn super-seniority if he/she elects to remain in the altered or changed position. Employee absences due to illness or injury shall not be counted after the fourteenth (14th) consecutive calendar day toward the one year qualifying period to earn super-seniority.

F. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position

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may bid on any vacant posted position.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

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G. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

H. Transfers

Employees holding bid positions shall not, except in case of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

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I. Denial of Bid

Employees who have adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action.

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If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored.

Employees who are charged with wrongdoing, which is also grounds for adverse action, may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the facility's chief or designee is required prior to such denial.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

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Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded super-seniority for one successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

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J. Limits on Bid

An employee may not make more than one (1) successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions in subsection D above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting

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will be held with the Executive Director or designee prior to the final decision regarding the employee's ability to bid.

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K. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotistic situation, notice must be given to the Union.
2. Representatives of the Union and the State shall meet and review the situation.
3. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
4. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

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L. Meet and Discuss

Either party may request a meet and discuss regarding

any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

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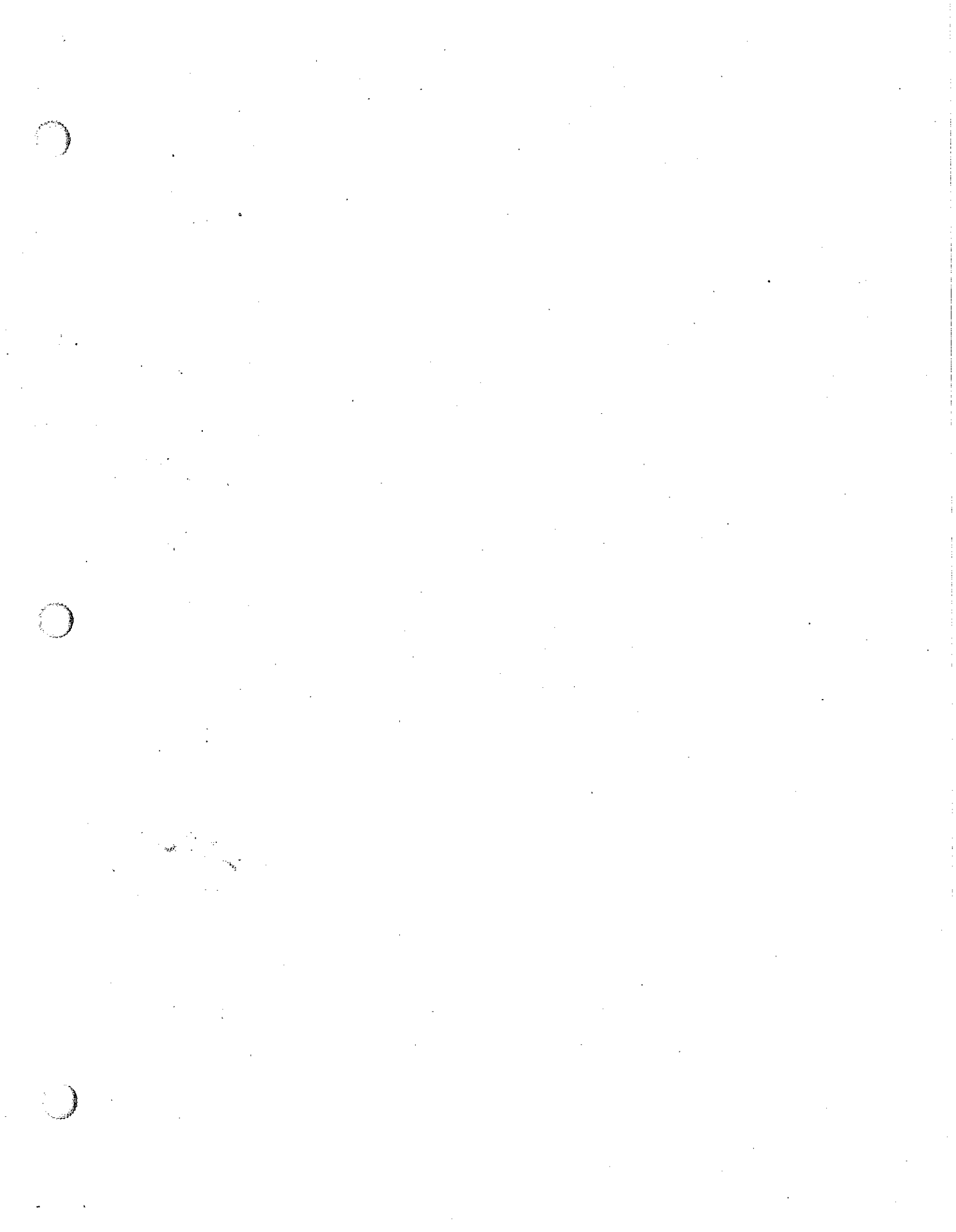
M. At each facility, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with SEIU Local 1000 representatives for the purpose of reviewing compliance with the Post and Bid provision.

N. For purposes of this Agreement, seniority is defined as one (1) point for each qualifying month of full-time State service.

O. Implementation and Applicability

The provisions of this section will be implemented six (6) months after ratification of the Agreement by both the State and the Union membership.

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Union Proposal
Bargaining Unit 20

Date 8/17/19

Proposal No: 3

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@ 1455
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Karen Frankler
Stacy Charles
M J
Patricia

The Union proposes the following language:

20.11.20 Post and Bid Procedure for CNA Positions:

California Veteran's Homes (Unit 20)

Only permanent full-time employees are eligible to participate in the post and bid process. Employees on probationary status shall not be eligible to bid on posted positions.

A. Vacant Positions

As management determines that positions become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without utilizing the post and bid procedure.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. In no case shall more than sixty-five percent (65%) of the filled positions in a facility be held by employees through successful bids.

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The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees. The filling of vacancies by either promotion from an eligible list or external lateral transfers is not subject to the post and bid procedure.

Yountville will continue it's current procedure. For the purpose of implementation of this Article at the Chula Vista, Lancaster, and Ventura Veterans Homes, for every three (3) positions that management determines are available, or vacant, the State will post two (2) out of every three (3) vacant positions for bid until sixty ~~sixty~~ ^{sixty-five} percent (65%) of the filled positions in each facility are held by employees through a successful bid.

Management at each facility will have discretion over which vacant positions will be posted.

B. Posted Positions

Those positions which are determined to be posted shall be posted electronically. The format shall include the following posting criteria:

1. Identification posting number
2. Classification
3. Ward assignment

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4. Shift
5. Days off or rotation pattern and cycle
6. Deadline for bid submittal
7. Location where bid is to be submitted
8. Typical assigned duties
9. Description of duties to be performed (knowledge, skills and abilities)

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be copied by the employee, with the employee submitting the original to the Nursing Office, a copy to the Union, and the employee retaining a copy. Bid forms shall include posting number, the employee's name and classification. The forms must be dated and signed by the employee.

Posted positions shall be available for bid only to those employees in the civil service classification specified on the posted notice.

If no bids are received, the position may be filled in.

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accordance with subsection A. above.

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D. Assignment

Within twenty (20) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority.

However, in cases of emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty (60) calendar days after the posting of notice.

When a position is filled all employees who bid will be notified electronically.

E. Deletions

If a bid position is deleted, then the employee in that position may bid on any vacant posted position or he/she will be transferred at management's discretion to any vacant position.

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F. Denial of Bid

Employees who have adverse actions taken against them shall lose their right to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on

appeal, the employee is exonerated, his/her right to bid shall be restored.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

Employees losing their right to bid as outlined above may be administratively transferred at the discretion of the State.

G. Limits of Bid

An employee may not make more than one (1) successful bid each twelve (12) months except that if an employee's bid position is deleted. Exceptions to this limitation may be granted following a request in writing to the Human Resources post and bid administrator.

Management may deny a bid, which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in

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conflict with the work limitation(s) described by his/her physician.

H. Nepotism

An employee may lose his/her right to hold and/or bid a position based on nepotism. If such bid or position creates a nepotistic situation, notice must be given to the employee. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days. Nothing in this subsection shall prohibit the employee and/or Union from filing a grievance.

I. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedures. This request will be honored by the non-requesting party within thirty (30) days of the request.

J. Management shall designate an official who shall be responsible for the administration of the Post and Bid process. Upon request, the Post and Bid administrator shall meet periodically with Union representatives for the purpose of reviewing compliance with the Post and Bid procedures.

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K. For the purpose of this provision "seniority" is defined as one (1) point for each qualifying month of full-time State service. In case of ties in seniority, assignments will be made by service in class. If further tie breaking is necessary a tie breaker will be utilized.

L. Post and bid will be 605/4035 with 50/50 of the primary positions to the relief positions shared between the State and the Union.

Russell Brown

Karen Fickli

Stacy Charles

W. J. Hill

Patricia Hagen

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Union Proposal
Bargaining Unit 20
Date 8/18/19

Proposal No: 5

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The Union proposes the following language:

20.12.20 Post and Bid Procedure for Vacant LVN Positions, CDCR (Unit 20)

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Karen Frank
Steve Charles
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I. Introduction: The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the "24 Month P&B Process" which allows employees to bid twenty four (24) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twenty four (24) month assignments are in effect.

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- A. The Chief Nurse Executive (CNE) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.
- B. The work "assignment" as used in this section is synonymous with that of "position."
- C. Participation in the P&B process is limited to eligible

employees. An eligible employee:

- i. Must be a permanent full-time licensed vocational nurse (LVN); probationary employees are excluded.
- ii. Must be permanently assigned to and work at the institution. Eligible employees may participate only in their institution's P&B process. There shall be no inter-institution bidding on assignments.

~~D. Excluded Assignments: Specialty areas shall be excluded from the P&B process. Such areas shall be dialysis, PACU, ICU, utilization management, and surgical assignments. Those LVN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, they shall not be counted in either Management's or Union's positions.~~

~~E. Special Qualifications: Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.~~

~~F.D. Seniority: Defined as one (1) point for each qualifying month of full-time Departmental Unit 20~~

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service, with ties broken by one point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by "lottery" thereafter.

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G E. Limits on Bid: An employee may not make more than one (1) successful open assignment bid. All employees shall remain in their initial successful bid for each twelve (12) months from the day the post is awarded except when an employee's bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section "VII" subsections "A" and "B" or if an employee is granted a bid under the provisions of section "IX." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

II. Twenty-four (24) Month Bid Process

- A. There shall be seventy-five percent (7075%) of the LVN qualifying post assignments (~~excluding specialty areas in the California Department of Corrections and Rehabilitation (CDCR) allotted according to seniority at each facility that provides healthcare).~~
- B. The specific posts that comprise the seventy-five percent (7075%) and the ~~thirty~~ twenty-five percent

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(2530%) will be established through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss.

C. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.

D. Timeframes:

- i. The twenty-four (24) bid cycle begins in the month of October for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than October 1st every other year.
- ii. Unless otherwise contested by October 15, an employee's seniority as posted on October 1, shall determine the employee's placement on the

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seniority list.

- iii. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4 p.m. on November 1, or 4 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.
- iv. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.
- v. Failure on the part of the employee to submit a request form by 4 p.m. on November 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that

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is, they shall not be counted in either Management's or Union's positions.

vi. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.

vii. The new assignments will begin the second Monday in January first watch.

viii. The time frames will be agreed upon at the local level by the Union and Management.

III. Interim Vacancy Bidding Process

A. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if Management determines to fill the positions, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments, that have been determined by Management to be filled by bid shall be subject to the terms and conditions of this section.

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B. As LVN assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting.

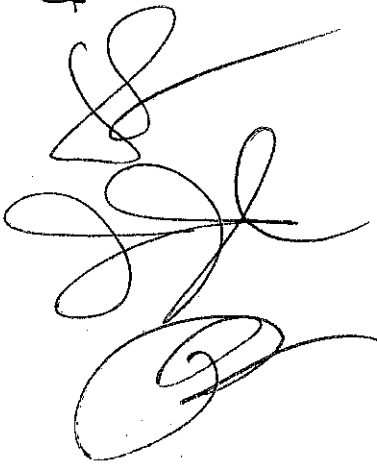
C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.

D. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the state.

E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twenty-four (24) month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.

F. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time.

G. Each notice shall remain posted as provided for in

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"POSTING ASSIGNMENTS" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4 p.m. on the fifteenth (15th) day of posting.

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H. At the end of the fifteen (15) day bid period, the eligible bidden employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion and shall be counted neutral.

IV. Posting Assignments: Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notices shall be dated and on a form designed for that purpose and shall include the following criteria:

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- A. Identification posting number
- B. Unit (or ward) or other assignment
- C. Shift
- D. Days off or rotation pattern and cycle
- E. Time base

F. Deadline for bid submittal and where to be submitted

G. Special qualifications (if any)

V. Bidding

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A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:

- i. The original to the location designated on the bid form.
- ii. A copy to the Union designated steward, and
- iii. The bidding employee.

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B. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.

C. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Worker's Compensation, leave of absence, annual military leave, illness, etc.,

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may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days, management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.

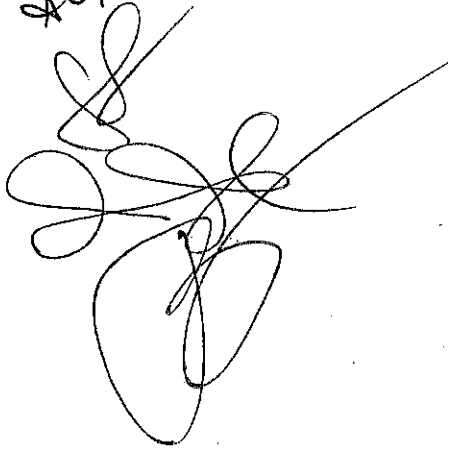
D. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.

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VI. Other Factors

A. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined they qualify to resume each duties.

i. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was

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generated by a management decision.

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- ii. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.
- iii. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.

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- a. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.
- b. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid process.

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VII. Deletions and Changes

- A. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the

employee may bid on any vacant posted assignment.

B. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of the desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

VIII. Transfers: Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section be involuntarily transferred to another assignment.

IX. Denial of Bid

A. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully

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related to the cause of action. If the employee is exonerated on appeal, his/her right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.

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B. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to their bid assignment.

C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold assignments restored.

The reason for denial to bid shall be in writing and given to the employee.

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D. Employees losing their right to bid or hold assignments as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one (1) successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.

E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.

F. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

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X. Floating or Redirect: The word "float is synonymous with that of "redirect. If it becomes necessary to temporarily float /redirect employees to another Unit 20 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

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XI. Involuntary Removal: Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

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XII. Nepotism: No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

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A. If such bid or position creates a nepotism situation, notice must be given to the employee.

B. Assignments not in conformance with this subsection

shall be corrected by transfer or other appropriate action within ninety (90) days.

C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

XIII. Disputes

A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable.

B. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the first formal level of review within the normal time frames specified in the grievance process.

D. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first

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available bid position; or

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- E. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

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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:

20.13.4 Department of Motor Vehicles (DMV) – Motor Vehicle Representative PI (Unit 4)

Permanent Intermittent (PI) employees in Motor Vehicle Representative (MVR) classification, in the DMV, shall be provided the opportunity to change time base as follows:

- A. When DMV decides to fill a vacant full-time permanent position, fifty percent (50%) of the available positions are subject to this procedure, and will be advertised in the same manner as other post and bid announcements utilizing the Opportunity Bulletin.
- B. DMV shall after permitting intradepartmental transfers within the class and prior to appointing an employee from an eligible list, select from the most senior PI employee, within the department and the class, with the highest State Service seniority who meets the eligibility criteria for a time base change as defined by State Personnel Board (SPB) rule 277.

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1. The employee must:

- a. have passed probation in the MVR class;
- b. have not received an Adverse Action in the past twelve (12) months;
- c. have an overall rating of satisfactory in their most recent performance appraisal;
- d. have no negative documentation in their official personnel file in the past twelve (12) months;
- e. apply for the vacant position

C. The appointment shall be made within a departmentally defined geographic/organizational area: DMV may combine geographic/organizational areas.

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D. Seniority shall be defined as one (1) point for each month of qualifying State Service as used for the purpose of determining leave (e.g. vacation) accrual.

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E. An employee who applies for and is selected for a time base change pursuant to this section, and refuses the appointment shall be removed from future consideration under this section. An employee may

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remove their name from the list of most senior employees prior to interview. Employees applying and selected under this section waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.

F. Dispute Resolution:

Employees who dispute the appropriateness of the bid award for the posted position may file a written protest. The protest shall be filed within five (5) work days after receipt of the notification. Protests shall be filed with the Post and Bid Joint Resolution Committee, on a form provided by the department. The selected bidders appointment date will be put on hold. The Post and Bid Joint Resolution Committee has ten (10) work days to issue a decision in writing to the person filing the dispute. The Post and Bid Joint Resolution Committee shall be comprised of two (2) persons appointed by the appointing authority/department that have the position and SEIU Local 1000 respectively. Disputes will be resolved by a majority vote. A tie will be broken by lot. If the decision is found in the favor of the complainant, the selected bidder will be notified and the decision will

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be final and not precedential.

G. The department shall maintain sufficient data to track and verify compliance with the provision. Such information shall be maintained by the appointing power for three (3) years and shall be made available to the Union upon request.

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Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1000
@ 1440
8/8/2019

The Union proposes the following rollover language:

20.13.20 Shift/Day Off Preference of Assignment – Schools for the Deaf (Unit 20)

Unit 20 Counselors will be issued a preference survey by the second week of May on an annual basis. The survey shall include anticipated shifts for the upcoming academic school year, residential areas, and days off. Counselors shall return their completed survey within ten (10) calendar days. Management will assign counselors to the appropriate residential area and shift. Where two (2) or more counselors desire the same shift on their preference survey, the shift will be assigned based on State seniority.

Management will inform the Counselors, in writing, of their assignment as soon as possible and no later than one month (30 calendar days) before the first day of the upcoming academic school year. The assignment notice will be mailed to the staff at their address of record and include the assigned shift, regular days off and area of placement.

The parties are encouraged to utilize the JLMC process as

[Handwritten signatures: Patricia Lopez, Steve Miller, etc.]

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outlined in Article 5.10 of this Contract to address issues related to the application of this Article. If the issue is taken as an agenda item, a department labor relations representative will participate in the JLMC.

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Patricia J. [unclear]
George [unclear]
W. J. [unclear]

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W. J. [unclear]
James [unclear]
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[unclear]



Union Proposal

Bargaining Unit 4

Date 7/30/19
@ 10:23 a.m.

Proposal No: 1

The Union proposes the following rollover language:

20.14.4 Post and Bid Program for Department of Transportation (Caltrans) District 4 (S.F. Bay Area) (Unit 4)

The Department of Transportation (Caltrans) and SEIU Local 1000 agree to a Post and Bid Program for all District 4 employees in the Toll Collector classification.

Vacancy/Shift Assignment shall be deemed to exist when a position is unoccupied as a result of retirement, transfer, termination, reassignment, or new funding and the Department elects to fill the position based on the following criteria:

A. Eligibility to participate:

1. Employees must have permanent civil service status. Permanent status is when the employee has successfully passed his/her probationary period in the class.
2. Any employee appointed under the terms of this

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Article must possess the requisite skills and abilities required of the position. Any employee who has sustained a disciplinary action or received a substandard performance report within the twelve (12) months preceding the occurrence of the vacancy, may, at the discretion of management, not be eligible for transfer.

B. Criteria to participate:

There will be a thirty (30) calendar day open Post and Bid period semi-annually as follows:

1. October 15 through November 14 (January through June)
2. April 15 through May 14 (July through December)
3. The Post and Bid Vacancy/Shift Assignment requests shall be kept on file for the qualifying six (6) months.

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C. Toll Collector vacant positions will be filled in the following order:

1. Permanent full-time Toll Collectors who are currently assigned to the toll bridge where the vacancy exists and who have a valid Post and

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Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.

2. Any permanent full-time Toll Collector with a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.

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3. PI Toll Collectors who meet either 1) SPB rule 277 on the date of the vacancy, or 2) are reachable on a permanent full-time eligible list, and who have a valid Post and Bid Request on file shall be offered first right of refusal to a permanent full-time vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.

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4. Any PI Toll Collector who has a valid Post and Bid Request on file shall be offered first right of refusal

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for a lateral transfer to a vacant permanent intermittent position in seniority order based on total months of State service. In cases of tied seniority, the decision will be made by lot.

5. If no Toll Collector with a valid Post and Bid Request accepts the position or if there is no valid Post and Bid Request on file, the employer may then fill the vacancy by any other available means.

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D. Time frames to accept and move to a new position:

1. Employees selected under the terms of this Article shall have a maximum of five (5) workdays in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor. Once the five (5) workdays have expired without response from the employee being considered for reassignment, the employer shall consider it a refusal of the job offer.
2. If a job offer is accepted, the employee will report when the department has completed the Post and Bid process. If a transfer reasonably requires a relocation in accordance with Section 12.2 of

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the MOU the employee has a maximum of thirty (30) calendar days to report to the new work location unless extended by the hiring supervisor.

3. Employees being reassigned under this Post and Bid process waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
4. This Article does not preclude management from transferring employees for verifiable security, safety, or clearly articulated operational reasons.

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JE Cleary
Aida Lopez
Jerry Gray
Greg Allen
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Union Proposal

Bargaining Unit 20

Date 8/17/19

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Proposal No: 3

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SEIU 1000
8/18/19
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The Union proposes the following rollover language:

20.15.20 Post and Bid Procedure for CNA Positions, CDCR (CDCR, CCHCS, DJJ) (Unit 20)

I. Introduction: The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority in institutions that have ~~20~~ fifteen (15) or more full-time permanent employees. Contained in this section are the provisions for the "24 Month P&B Process" which allows employees to bid twenty four (24) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twenty four (24) month assignments are in effect.

A. The Chief Nurse Executive (CNE) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

B. The work "assignment" as used in this section is

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synonymous with that of "position."

C. Participation in the P&B process is limited to eligible employees. An eligible employee:

- i. Must be a permanent full-time Certified Nursing Assistant (CNA); probationary employees are excluded.
- ii. Must be permanently assigned to and work at the institution. Eligible employees may participate only in their institution's P&B process. There shall be no inter-institution bidding on assignments.

D. Special Qualifications: Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

E. Seniority: Defined as one point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by "lottery" thereafter.

F. Limits on Bid: An employee may not make more than

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one successful open assignment bid each twelve (12) months except when an employee's bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section "VII" subsections "A" and "B" or if an employee is granted a bid under the provisions of section "IX." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

II. Twenty-four (24) Month Bid Process

- A. There shall be ~~sixty~~ seventy percent (~~60~~70%) of the CNA qualifying post assignments at each facility that provides healthcare.
- B. The specific posts that comprise the ~~sixty~~ seventy percent (~~60~~70%) and the ~~forty~~ thirty percent (~~40~~30%) will be established through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and/or duty statements will be provided for each of the positions prior to the meet and discuss.
- C. Participation in the twenty-four (24) month P&B

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process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.

D. Timeframes:

- i. The twenty-four (24) bid cycle begins in the month of October for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than October 1st every other year.
- ii. Unless otherwise contested by October 15, an employee's seniority as posted on October 1, shall determine the employee's placement on the seniority list.
- iii. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4 p.m. on November 1, or 4 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.

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iv. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

v. Failure on the part of the employee to submit a request form by 4 p.m. on November 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

vi. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.

vii. The new assignments will begin the second

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Monday in January first watch.

viii. The time frames will be agreed upon at the local level by the Union and Management.

III. Interim Vacancy Bidding Process

A. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if Management determines to fill the positions, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments, that have been determined by Management to be filled by bid shall be subject to the terms and conditions of this section.

B. As CNA assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting.

C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.

D. If the State determines to fill the assignment without

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posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service system. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.

E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the 24 month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.

F. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time.

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G. Each notice shall remain posted as provided for in "POSTING ASSIGNMENTS" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4 p.m. on the fifteenth (15th) day of posting.

H. At the end of the fifteen (15) day bid period, the eligible bidden employee with the highest seniority score shall

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be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion and shall be counted neutral.

IV. Posting Assignments: Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

- A. Identification posting number
- B. Unit (or ward) or other assignment
- C. Shift
- D. Days off or rotation pattern and cycle
- E. Time base
- F. Deadline for bid submittal and where to be submitted
- G. Special qualifications (if any)

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V. Bidding

A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:

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- i. The original to the location designated on the bid form.
- ii. A copy to the Union designated steward, and
- iii. The bidding employee.

B. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.

C. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Worker's Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.

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D. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the

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employee may be placed in another assignment at management's discretion.

VI. Other Factors

A. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined they qualify to resume each duties.

- i. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.
- ii. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.
- iii. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.

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- a. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.
- b. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid process.

VII. Deletions and Changes

A. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

B. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of the desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when

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the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

VIII. Transfers: Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section be involuntarily transferred to another assignment.

IX. Denial of Bid

A. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, his/her right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.

B. An employee may be temporarily removed from the bid

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assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to their bid assignment.

C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.

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D. Employees losing their right to bid or hold assignments as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.

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E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.

F. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

X. Floating/Redirect: The word "float" as used in this section is synonymous with that of "redirect". If it becomes necessary to temporarily float employees to another Unit 20 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

XI. Involuntary Removal: Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills

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required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

XII. Nepotism: No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

A. If such bid or position creates a nepotism situation, notice must be given to the employee.

B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

XIII. Disputes

A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable.

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- B. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;
- C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the first formal level of review within the normal time frames specified in the grievance process.
- D. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or
- E. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

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This Post and Bid process shall be implemented with the next CDCR-CCHCS 24 month bid cycle 2017-2021.



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

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@ 1436
8/5/2019

The Union proposes the following language:

**20.16.20 Post and Bid Procedure for Dental Assistant
Positions, CDCR (Unit 20)**

I. Introduction:

The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the "Annual P&B Process" which allows employees to bid twelve (12) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twelve (12) month assignments are in effect. The Inaugural Annual Post and Bid will become effective January 1, 2014 and will result with the P&B assignment placements occurring in July 1, 2014

A. The Health Program Manager III, Supervising Dentist, or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

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B. The word "assignment" as used in this section is synonymous with that of "position."

C. Participation in the P&B process is limited to eligible employees. An eligible employee:

- i. Must be a permanent full-time Dental Assistant (DA); probationary employees are excluded.
- ii. Must be permanently assigned to and work at the institution. Eligible employees may participate only in their institution's P&B process. There shall be no inter-institution bidding on assignments.

D. Seniority:

Defined as one point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by "lottery" thereafter.

E. Limits on Bid:

An employee may not make more than one successful open assignment bid each twelve (12) months except

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when an employee's bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section "VII" subsections "A" and "B" or if an employee is granted a bid under the provisions of Section "IX." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

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II. Annual Bid Process

- A. There shall be ninety percent (90%) of all of the DA qualifying positions allotted according to seniority at each California Department of Corrections and Rehabilitation (CDCR) facility that provides dental care.
- B. The specific posts that comprise the ninety percent (90%) will be established through a meet and discuss. The Union and State will identify an equitable distribution of the preferred work areas, watches, and Regular Days Off (RDOs) between management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss.
- C. Participation in the Annual P&B process is voluntary. The choice not to participate shall result in

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management assigning the individual to an assignment that remains unfilled after this bid process is completed. The awarding of the ninety percent (90%) P&B assignments will be based on seniority. For example, the most senior DA bidding for a P&B assignment will be awarded his/her first choice. This awarding of P&B assignments will continue in order of seniority until the P&B process is completed, with all the ninety (90%) assignments being awarded or the bids submitted have been exhausted.

D. Timeframes:

- i. The annual bid cycle begins in the month of April for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than April 1st every year.
- ii. Unless otherwise contested by April 15, an employee's seniority as posted on April 1, shall determine the employee's placement on the seniority list.
- iii. All approved bid request forms must be completed and submitted, in accordance

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with the BIDDING provision below, no later than 4 p.m. on May 1, or 4 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.

- iv. An employee may voluntarily withdraw from participating in the Annual Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at State's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either State's or the Union's positions.
- v. Failure on the part of the employee to submit a request form by 4 p.m. on May 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either State's or Union's positions.

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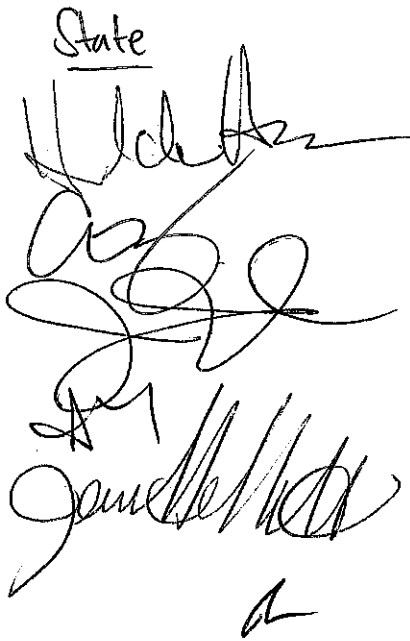
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- vi. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.
- vii. The new assignments will begin the first Monday in July on the first watch.
- viii. The time frames will be agreed upon at the local level by the Union and Management.

III. Interim Vacancy Bidding Process

- A. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if the State determines to fill the vacant position, created while the annual assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by the State to be filled by bid shall be subject to the terms and conditions of this section.
- B. As DA assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting.

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- C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.
- D. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service system. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.
- E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twelve (12) month cycle. Upon request, the Union shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.
- F. Each notice shall remain posted as provided for in "POSTING ASSIGNMENTS" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4 p.m. on the fifteenth (15th) day of posting.
- G. At the end of the fifteen (15) day bid period, the eligible bidden employee with the highest seniority score shall be placed in the assignment. Any assignment that

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received no bid shall be filled at management's discretion and shall be counted neutral.

IV. Posting Assignments: Those assignments which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

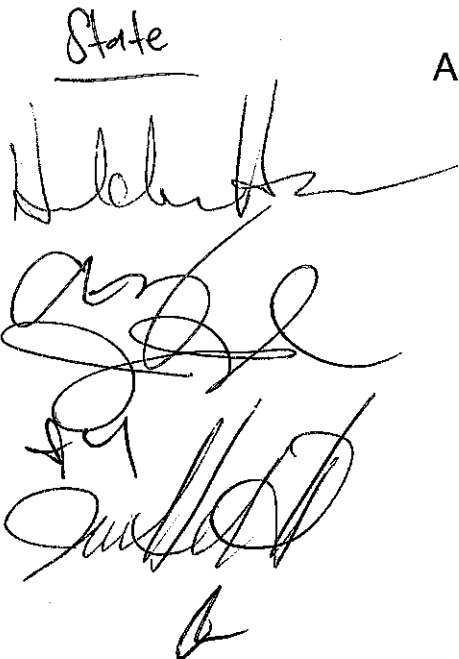
- A. Identification posting number
- B. Unit (or ward), yard, or other assignment
- C. Shift
- D. Days off or rotation pattern and cycle
- E. Time base
- F. Deadline for bid submittal and where to be submitted
- G. Special qualifications (if any)

V. Bidding

A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:

- i. The original to the location designated on the bid form,


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- ii. A copy to the Union designated steward,
and
- iii. The bidding employee.

B. Bid forms shall include the

- i. Identification posting number,
- ii. the employee's name,
- iii. classification,
- iv. seniority points,
- v. current work location, and
- vi. business telephone number.

The form must be dated and signed by the employee.

- C. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Worker's Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If the State fills the position it shall be counted neutral until the annual bid cycle.

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D. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at the State's discretion.

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VI. Other Factors

A. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined he/she qualify to resume each duties.

- i. If an absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.
- ii. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same

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assignment or same watch/RDO for the remainder of the bid period.

iii. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.

B. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.

C. Employees who laterally transfer after May 1 will be precluded from the bid process until the next open bid process.

VII. Deletions and Changes

D.A. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

A.B. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting

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criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of that desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

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VIII. Transfers:

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

IX. Denial of Bid

A. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is

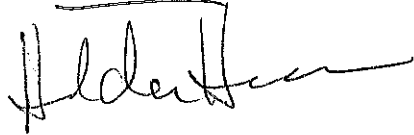
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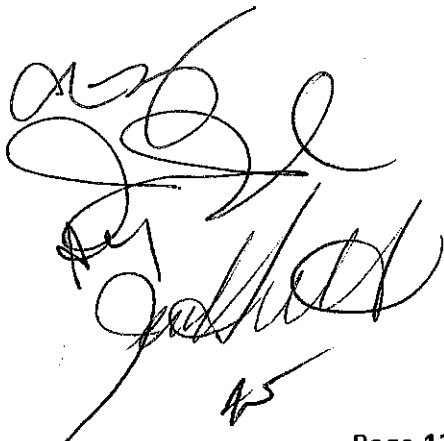
exonerated on appeal, his/her right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.

B. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been conducted and if the charges have not been substantiated, the employee shall be returned to his/her bid assignment.

C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold


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assignments restored. The reason for denial to bid shall be in writing and given to the employee.

D. Employees losing their right to bid or hold assignments as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.

E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.

F. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

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X. Floating:

If it becomes necessary to temporarily float employees to another Unit 20 DA position in order to provide coverage, each CDCR institution shall establish a rotational system that distributes floating by inverse seniority on an equitable basis.

XI. Involuntary Removal:

Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

XII. Nepotism:

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

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- A. If such bid or position creates a nepotism situation, notice must be given to the employee.
- B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
- C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.



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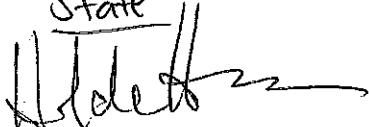
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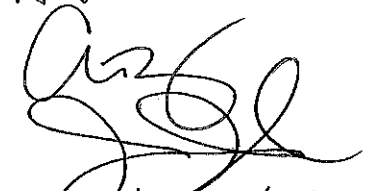
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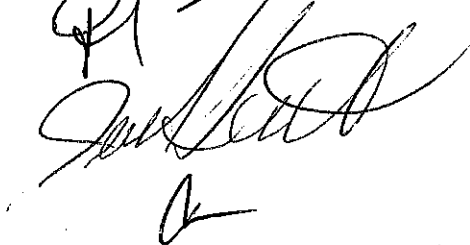
XIII. Disputes

- A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable;
- B. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;
- C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the

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first formal level of review within the normal time frames specified in the grievance process;

- D. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or
- E. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

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Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

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The Union proposes the following language:

20.17.20 Post and Bid Procedure for Residential Care Unit Leader (RCUL) Positions: California Veterans Homes (Unit 20)

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Contained in this section are the provisions for the twenty-four (24) month Bid process, which allows the current incumbents in the RCUL classification to bid twenty-four (24) month assignments, and the interim vacancy bidding process which addresses the vacancies that occur while the twenty-four (24) month assignments are in effect.

Post and bid shall only apply to DVA Veterans Homes where a variety of work schedules (days off, shifts, etc.) exist. Only permanent full-time employees in the RCUL classification at the Veterans Homes are eligible to participate in the post and bid process. Employees who do not have a permanent full-time appointment in the RCUL classification (probationary, training and development, limited term, out of class, etc.) shall not be eligible to bid on posted positions and may be assigned to any post after the bid positions have been filled.

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A. Twenty-four (24) month Bid

The Bids will be for a period of twenty-four (24) months

1. Posted Positions

The positions shall be posted electronically. The format shall include the following posted criteria:

- a. Identification posting number
- b. Unit assignment
- c. Shift
- d. Days off or rotation pattern and cycle
- e. Deadline for bid submittal
- f. Location where bid is to be submitted
- g. Description of duties to be performed (knowledge, skills, and abilities)

The deadline for bid submittal will be no less than ten (10) calendar days from the electronic posting.

An employee who does not submit a post preference by the deadline will be assigned a post at management's discretion, but

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may participate in the interim bid process.

2. Employee Bid Forms

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be copied by the employee, with the employee submitting the original to the Post and Bid Administrator's office, a copy to the Union, and the employee retaining a copy. Bid forms shall include posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The forms must be dated and signed by the employee.

3. Leaves

An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Workers' Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process during the electronic posting period. Employees must assume the assignment within sixty (60) calendar

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days of the posting of the bid results. After sixty (60) calendar days management shall decide whether or not to fill the position.

In the event the employee is unable to assume the post within the sixty (60) calendar days, the employee may be placed in another post at management's discretion.

4. Assignment

Within thirty (30) calendar days after posting the notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. When a bidden position is filled all ^{RCS} RCUL employees will be notified electronically of the bid results. However, in cases of emergencies or where severe staffing shortages exist, assignments may be delayed up to sixty (60) calendar days after posting of notice.


B. Interim Bidding Process

1. Deletions

If a bid position is deleted, then the employee in

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that position may:

- a. bid on any vacant posted position
- b. be transferred at management's discretion to a vacant position with substantially similar start/stop time and RDO if possible.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing from management no later than fifteen (15) calendar days prior to the change. If the employee desires to remain in the altered position, he/she shall notify management of that desire no later than five (5) calendar days prior to the change in writing and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

2. Transfers

Employees holding bid positions shall not be

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involuntarily transferred or moved, except in case of emergency, or as otherwise provided in this article.

An employee may be temporarily removed from a bid assignment pending a personnel/ EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to his/her bid assignment.

Employees losing their right to bid as outlined above may be administratively transferred at the discretion of the State.

3. Interim Bids

If a position becomes vacant during the twenty-four (24) month bid cycle, the position shall be posted for an interim bid in accordance with the posting criteria in subsection "A". An employee may not make more than one successful bid each twelve (12) months in a twenty-four (24) month bid cycle, except that if an employee's bid

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position is deleted. Exceptions to this limitation may be granted following a request in writing to the Post and Bid Administrator.

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C. Denial of Bid

Employees who have received yearly evaluations during the preceding twelve (12) months with two (2) or more categories marked below standard may lose their right to bid for up to six (6) months, subject to review in three (3) months. In order for a substandard performance evaluation to be applicable to this section, the performance evaluation must clearly substantiate the performance concerns, in writing, which support the below standard rating for the performance evaluation. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, his/her right to bid shall be restored.

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Employees who have adverse actions taken against them during the preceding twelve (12) months shall lose their right to bid for up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If on appeal, the employee is exonerated, his/her to bid right shall be restored.

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D. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such a bid or position creates a nepotistic situation, notice must be given to the employee.
2. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.



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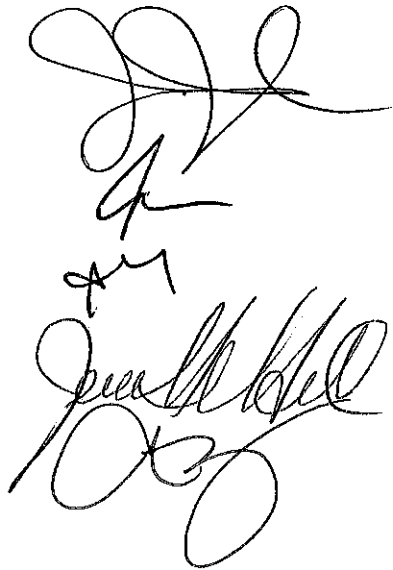
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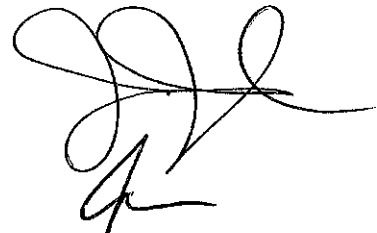
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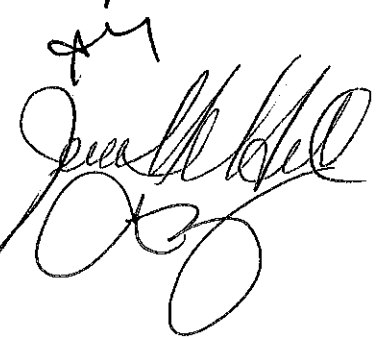
E. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) calendar days of the request.

F. Post and Bid Review







At each Veterans Home, Management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with the SEIU representatives for the purpose of reviewing compliance with the Post and Bid provision.

G. Seniority

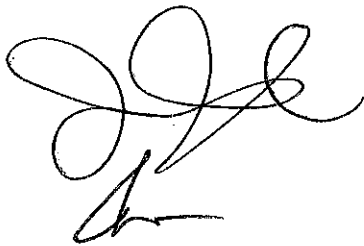
1. For the purpose of this provision "seniority" is defined as one point for each qualifying month of full-time State service. In case of ties in seniority, assignments will be determined by employees with the greatest amount of seniority in the RCUT classification. If further tie exists then ties will be broken by draw of lots.
2. Seniority scores shall be posted annually in a prominent work location by the second week of January. Each employee has ten (10) calendar days from the date of posting to contest scores.

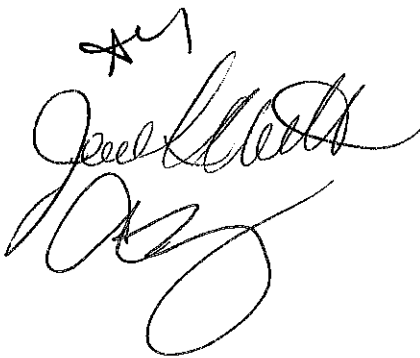
H. Implementation

The provisions of this section will be implemented six (6) months after the ratification of the agreement by

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both the State and the Union membership, then every twenty-four (24) months in January.

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Karen Franklin
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Patrick J. Meyer
George Charles
M J K

State

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Jacqueline
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8/15/19
TA 0048

Union Counter Proposal

Bargaining Unit 20

Date 8/17/19

14:41 PM

Proposal No: 3

The Union proposes the following NEW language:

20.XX.20 Post and Bid Task Force for Medical Assistants at CHCF Stockton (Unit 20)

SEIU 1000
Russ Dean
W.D. Li
Karen Francis
Steve Charles

A. Within 120 days of ratification, the parties shall establish a Joint Labor-Management Task Force to develop a pilot Post & Bid process for Medical Assistants in CHCF Stockton. The Task Force shall meet at least quarterly. The Task Force will make a recommendation by December 1, 2020. The task force recommendation will be implemented no later than June 30, 2021.

B. The Union and the State shall each 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.

State
H. H. H.
Annett Kahn



Union Proposal
Master Table

8/20/19 @
5:44 pm

TA

Date _____

Proposal No: 2

The Union proposes the following language:

TA
State

21.1 Telecommute/Telework Program (Excludes Unit 17)

A. Telework is defined as performing work one (1) or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.

B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the 2010 Statewide Telework

W. Swaenker
Robert Vega
Auisa Kreum
Mye Lee
James Zane
Helen Jeffers
Brad Wilber
M. J. [unclear]
T. W. [unclear]
Booker Pinner

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Model Program.

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C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.

D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.

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E. Upon written request, no more than once each fiscal year, representatives of CalHR will meet with three (3) representatives of SEIU Local 1000 to discuss improvements to the 2010 Statewide Telework Model Program. Union representatives shall serve without loss of state compensation for this meeting.

F. Any denial of requests made under subsection B shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel or make permanent changes to flexible work hours, alternate work schedules, or reduced work time schedules.

TC 10
5:45pm



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Mye Cal
James Z...

Green Paffens
Brad Willes
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T...
Brook Pierce



Union Proposal
Bargaining Unit 17
Date 8/20/19

8/20/19
9:05 PM

Proposal No: 1

TA
@
UNION

The Union proposes the following rollover language:

TA
State

21.1.17 Telecommute/Telework Program (Unit 17)

A. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the 2010 Statewide Telework Model Program.

B. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.

[Handwritten signatures]
M. J. ...
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Dai Stachur
Tony ...
B. ...

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A. ...

[Handwritten signatures]

- C. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program.
- D. Where operational considerations permit, departments shall consider implementing telework opportunities as a recruitment and retention strategy.

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

21.2 Electronic Monitoring (Excludes Unit 14)

- A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under Article 6.
- B. The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the sole source of attendance reporting or as the sole reason of discipline.

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TA 8/19/19 11:45 AM
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[Handwritten signatures and notes including: "Add...", "55...", "Bump...", "Susan Dewey", "name 2/10", "5/7/2019 3:46 PM", "Anna Hadesky"]



Union Proposal

Bargaining Unit 14

Date 7/30/19
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

21.2.14 Electronic Monitoring (Unit 14)

- A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under Article 6.

- B. The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the source of attendance reporting.

TA SEIU Local 1000

Robert [unclear]
Edward Fox
Russell Johnson

TA 7/30/19
@ 2:50

Stacy [unclear]
Chloe [unclear]
A. B. [unclear]
Scott [unclear]
[unclear]
Cecilia E. Greenwald



Union Proposal
Master Table

Date _____

8/19/19

Proposal No: 1

11:49am

74

The Union proposes the following rollover language:

21.3 Class A and Class B Commercial Driver's License

(Excludes Unit 17 and 21)

Stat

A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements, will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs related to obtaining a commercial driver's license, which become available to the State.

B. Medical Examinations

1. 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

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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.

2. 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:

- a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and
- b. A second medical examination is authorized and conducted; and
- c. The second medical certification is accepted by 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.

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[Handwritten signatures and initials including: a large 'R', 'BW', 'MCP', 'AR', 'BP', 'CEG', 'VNT', 'MH', 'JTR', and others]

C. Fee Reimbursements

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1. 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 drivers' 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:

- a. The employee is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;
- b. The employee has a valid, current medical certification acceptable to DMV;
- c. The employee successfully passes the required examination and is issued the

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license and appropriate endorsement(s).

2. 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.
3. 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.
4. Reimbursement for commercial driver's license fees 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.

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D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

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1. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:
 - a. The examination is scheduled during the employee's scheduled work hours; and
 - b. The examination does not interfere with the operational needs of the department.
2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B

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Y. Swadlow
T. Williams

commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

Karen Perkins

Brad Allen

Robert

Maureen

Alanna

Brian

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SEIU LOCAL 1000
 Stronger Together
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 8/28/19
 TR
 Edward Miller
 Joyce Williams
 Mike
 Glenn
 Steven
 David C. Cox
 William Brown
 Henry Fuce
 Jay P. Miller
 Mary Jo Kim
 Karen Devere
 James
 John G. Ryan
 John Mason
 Tom O'Boyle
 Harold Brown
 Caroly Allen

~~21.4.1 Call Centers (Unit 1)~~

TA SEIU Local 1000

A. Definition of a Call Center:

A call center is the central point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.

B. Training:

Training is essential to the creation and maintenance of an effective call center.

1. Training programs for new employees shall be pre-defined programs of classroom and on-the-job training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle; (5) shall be trained on how to properly escalate problem callers; and (6) ergonomic training.

The Union proposes the following language:

Union Proposal
Bargaining Unit 1

Date

620 PM
 8/28/19
 Justice Rodriguez
 Proposal No. 1

~~1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least health and welfare of all call center employees.~~

~~An ergonomically sound environment is essential to the~~

~~C. Ergonomics:~~

- ~~1. Upon request, upward mobility training and information shall be provided to all call center employees:~~
- ~~2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.~~
- ~~3. Upon request, upward mobility training and information shall be provided to all call center employees:~~
- ~~4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.~~

[Handwritten initials/signature]

[Handwritten signatures and notes, including names like "James Egan", "Kawanda", "Tony & Phillip", "Henry", "Dawn", "Mike", "Randy", "John"]

TA SB10 Local 1000

two (2) weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms they receive prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.

2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.

3. Upon the Union's request, departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.

4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and

Handwritten signatures and notes:
 Randy Moore
 Physicals
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 Nathan Brown
 George
 Henry Jones
 Jack R. Peltier
 Mark Brown
 James Jr
 Alex D. Ryan
 John W. Brown
 @McCrory
 Russell Jones
 Karen D. Cogan
 Carolyn Allen

TA SEIU Local 1000

Handwritten initials:
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TA SEIU Local 1000

~~creation of any new call center and/or the selection of any new technology. The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees.~~

- ~~Branch of MD~~
- ~~Jay Williams~~
- ~~Will~~
- ~~Shelley~~
- ~~Green~~
- ~~Dulany/Bonnie~~
- ~~De~~
- ~~Harvey Price~~
- ~~Jay R. Phillips~~
- ~~Wanda~~
- ~~Karen DeBell~~
- ~~James~~
- ~~Shelli L. Bryant~~
- ~~John~~
- ~~McCray~~
- ~~Russell~~
- ~~Sean D. Coif~~
- ~~Carlye~~

- ~~4. The State shall train all call center managers/supervisors sufficiently so that they can: (1) perform the duties of their staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out their duties; (4) handle escalated calls.~~
- ~~5. These recommendations do not commit the State or any State department to the expenditure of unbudgeted funds.~~

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1. Training programs for new employees shall be pre-defined programs of classroom and on-the-job training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle; (5) shall be trained on how to properly escalate problem callers; and (6) ergonomic training;

Training is essential to the creation and maintenance of an effective call center;

B. Training:

A call center is the central point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.

A. Definition of a Call Center:

21.4.4 Call Centers (Unit 4)

The Union proposes the following language:

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Karen [unclear]
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be a secure
Sheda Lopez
Shym Hoss
Shym Hoss
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Kristina Rodriguez
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8/28/17
 Proposal No. 1

Date _____
 Bargaining Unit 4

935pm
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Union Proposal



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- ~~2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.~~
- ~~3. Upon request, upward mobility training and information shall be provided to all call center employees.~~
- ~~4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.~~

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~~C. Ergonomics:~~

~~An ergonomically sound environment is essential to the health and welfare of all call center employees.~~

- ~~1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least~~

KL

~~two (2) weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms they receive prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.~~

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- ~~2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.~~
- ~~3. Upon the Union's request, departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.~~
- ~~4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and~~

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~~movements that can lead to repetitive trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.~~

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~~5. The employee may make a request to his/her supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after non-resolution of the problem. "Risk Management" shall reply in a reasonable time.~~

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[Signature]
[Signature]*

~~6. Every employee assigned to a call center will also be given access to the booklet, "Safe and Healthful Workstation Guide".~~

~~D. Headsets:~~

~~1. Call centers shall accommodate reasonable requests for an employee's choice of headsets.~~

~~E. Call Monitoring:~~

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~~1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.~~

~~2. Pursuant to the entire agreement clause, a department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.~~

~~3. Employees shall be notified before monitoring of their calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored.~~

Handwritten initials: JH, KD, JB, BW

Handwritten notes: MZ, mm, JEC, GJ, TIG, CPA, KYS

~~F. Other:~~

~~1. Appropriate call center technology should be applied.~~

~~2. 19.3.4 (B) of the SEIU Local 1000 Master Contract shall be applied to all call center employees.~~

3. The State shall notify the Union prior to the creation of any new call center and/or the

selection of any new technology. The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees.

4. The State shall train all call center

managers/supervisors sufficiently so that they can: (1) perform the duties of their staff(s); (2) adequately train employees; (3) provide

constructive criticism on how to more effectively carry out their duties; (4) handle escalated calls;

5. These recommendations do not commit the State

or any State department to the expenditure of

unbudgeted funds.

Handwritten signatures and notes:
Teresa O'Brien
Raymond
Pearce
D. D. D.
Jung Hwang
A. Buckner
Staff

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DM

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Union Proposal

Bargaining Unit 1

Date 8/7/19

Proposal No: 1

The Union proposes the following rollover language:

8-7-19

21.5.1 Work Space Allocation (Unit 1)

FA

State

A. Union Participation Matrix

2:37 PM

The Union Participation Matrix is to be utilized by the departments in the design of newly constructed, leased, remodeled and/or renovated office space. The Union Participation Matrix clarifies the Union's involvement and in what way the Union contributes to the plan development. The objective is to ensure that the Union is involved throughout the project, from beginning to end, and ensure that management understands the role of the Union.

Handwritten signatures and initials including J.S.S., A. DeL... Susan Davis, Kelly DeBross, and others.

Union Participation Matrix

	Site Selection	Materials & Finishes	Furniture	Macro Layout and Space Plan (restrooms, parking, breakrooms)	Micro Layout and Space Plan
Union	E	E	ABCD	E	ABCD
Steering Committee	B	B	B	B	E
Solution	E	ABF	AB	AB	ABCD

TA SEIU Local 1000

Vertical list of handwritten initials and signatures on the left margin, including SR, JZ, and others.

Teams					
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Levels of Participation

A – Input establish criteria	D – Review and decide
B – Review and influence solutions	E – Informed
C – Develop solutions	F – Choice (palette of options)

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B. State Space Allowances Standards

State Administrative Manual (SAM) section 1321.14
 (Revised 1/23/02)

The Real Estate Services Division (RES D) is responsible for developing and implementing planning and design standards and determining space needs for state owned and leased facilities. The following table delineates the maximum space allowances and space types for each job category. The allowances indicate net square feet and do not include space for circulation and special requirements outside the office/workstation space. These standards are general guidelines and can be modified and developed to meet job requirements of individual agencies and their employees.

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TA SEIU Local 1000

CONFIDENTIALITY SHOULD BE CONSIDERED DUE TO PERSONNEL/LABOR RELATIONS ISSUES THROUGH THE EFFECTIVE WORK STATION LOCATION, CONFIGURATION OR PLACEMENT OF QUIET ROOMS.

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****Definition of Terms**

CF

Conventional Furniture:
Freestanding furniture used to make up a workstation, whether in traditional or open office design.

MSF

Modular Systems Furniture:
System of interconnecting acoustical panels and hang-on components used to make up a workstation. Used in open office design.

Private

One person, individual, hardwall constructed office for classifications indicated. The RESD staff is available to work with agencies to prepare justifications for exceptions to these standards.

Open

Office design with a minimum of private offices. Emphasizes flexibility of reconfiguration, uses MSF or screens and conventional furniture.

Group

Hardwall constructed office or

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MSF workstation with two (2) or more persons sharing the working area. Used with compatible work functions.

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*Throughout the design process, RESD Space Planners shall work with the client to establish allocations of personal and programmatic storage and file space for each employee as appropriate to the selected strategies.

***Applies to Trial Attorneys only, unless justification is submitted to RESD for review and approval.

C. Alternative Office Strategies

State Administrative Manual (SAM) section 1321.15
(Revised 1/23/02)

The RESD shall assist agencies/departments in the design of office space through the use of appropriate Alternative Officing (AO) methodologies to better utilize existing and proposed space and to support employee alternative work schedules. AO strategies are:

- Universal Plan Standardized design of workstation area that allows departments to move people rather than furniture.
- Team Space Open workspace arrangement involving workstations with fewer, lower partitions to facilitate communication and collaboration.
- Shared Two (2) or more employees

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Workspace sharing a single, assigned workspace either during the workday or on different shifts or schedules.

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Teleworking Employees work at home, field office or designated Teleworking Centers one (1) to five (5) days a week on either a formal or informal schedule.

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Satellite Office A full service office location used by full-time employees living nearby.

Free Address Non-dedicated, unassigned workspace at an agency/department location available to the employee on a first-come, first served basis.

Hoteling Non-dedicated, unassigned workspace at an agency/department location reserved by the employee via a designated coordinator, on an as-needed basis.

TA SEIU Local 1000

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L. Phillips
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Burt Mott
Karen Devell
Dylan Bonner
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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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21.6.1 Hearst Castle Night Tours (Unit 1)

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A. Guides in all categories will be required to work up to a maximum of twelve (12) evening tour shifts per fiscal year. Guides will be assigned evening tour shifts based on the current scheduling procedures.

B. A volunteer pool will be established and used as follows:

1. Guides will be polled in July of each year as to whether they wish to volunteer beyond the maximum twelve (12) evening tour shifts.
2. When needed, Guides who have volunteered will be placed on the schedule based on their total monthly hours excluding hours worked in evening tour shifts. The Guide with the least number of monthly hours will be scheduled first.

C. If the evening tour shifts cannot be covered by A. and B. above, Guides will be assigned to the schedule

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Karen DeWalt

Dillon Bonner
Kurt L. Bonner

Eric Cragg
Russell Pharis
Mandy L. Fox

based on the same seniority guidelines used for preferred day off requests. Except that, the Guide with the lowest seniority will be assigned first, second lowest will be assigned second, etc.

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D. Scheduled shifts that include an evening tour shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue. These hours shall be counted towards the maximum yearly hours, not to exceed 1,500 hours.

E. Guides working an evening tour will not be scheduled for their next shift within ten (10) hours of their ending evening tour shift, unless mutually agreed upon between the supervisor and Guide.

F. Additionally, any shift of less than five (5) hours shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue.

G. Should the department determine that the above does not meet the needs of the department, the department and SEIU Local 1000 mutually agree to meet and confer over the impact of any proposed change.



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

21.7.1 Organizational Development (Unit 1)

No appointing power shall negotiate independently with rank-and-file employees via committee action any agreement that is in conflict with the terms and conditions established by the provisions of this Contract.

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Union Proposal
Bargaining Unit 1

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Proposal No: 2

4:51 pm
8-5-19

The Union proposes the following language:

**21.8.1 EDD One-Stops America's Job Center of California
(Unit 1)**

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The EDD and CalHR shall include these provisions in all MOUs entered into with local America's Job Center of California One-Stop partners:

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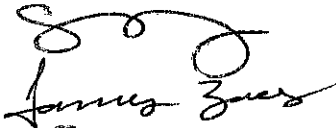
A. The local Workforce Investment Board certifies that its One-Stop Centers America's Job Center of California will recognize and comply with applicable labor agreements affecting represented employees located in the Centers. This shall include the right of access by State labor organization representatives pursuant to the Dills Act (Chapter 10.3 of Division 4, of Title I of the Government Code, commencing with section 3512).

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B. State employees who are located at One-Stop Centers America's Job Center of California shall remain under the supervision of their employing department for the purposes of performance evaluation and other matters concerning civil service rights and responsibilities. State employees performing services at One-Stop

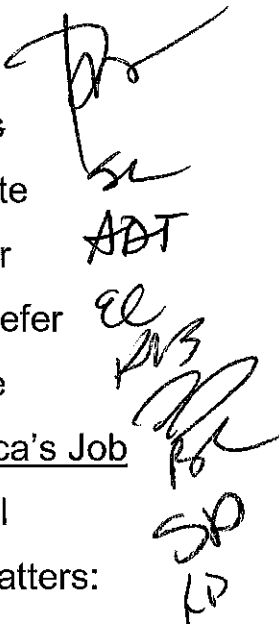
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Centers America's Job Center of California shall retain existing civil service and collective bargaining protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.

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C. If work-related issues arise at ~~One-Stop~~ Centers America's Job Center of California between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employees' civil service supervisor. The ~~One-Stop Career Center~~ America's Job Center of California operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (Part 2.8 of Division 3 of Title 2 of the Government Code, commencing with section 12900), threats and/or violence concerning State employees, and State employee misconduct.

Grievances related to this section can only be processed through Step 3 (CalHR) of the grievance and arbitration article of this Contract.



Union Proposal
Bargaining Unit 1

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The Union proposes the following rollover language:

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21.9.1 Business Cards (Unit 1)

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A. When the State determines that Unit 1 employees in public contact positions need to be identified as State employees, the State shall provide the employee with standard business and/or identification cards at no cost to the employee.

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Lynn Damm

B. Business cards and identification cards remain the property of the State and are to be used only for official State business. Employees may be required to return such identification cards to the appointing power upon their separation from the State or upon their transfer to another appointing power.

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Bargaining Unit 1

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Proposal No: 1

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The Union proposes the following rollover language:

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21.10.1 Incompatible Activities (Unit 1)

A State officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a State officer or employee.

Each department shall determine, subject to approval of CalHR, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as State officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to, all of the following:

- A. Using the prestige or influence of the State or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- B. Using State time, facilities, equipment, or supplies for private gain or advantage.

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C. Using, or having access to, confidential information available by virtue of State employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.

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D. Receiving or accepting money or any other consideration from anyone other than the State for the performance of his/her duties as a State officer or employee.

E. Performance of an act in other than his/her capacity as the State officer or employee knowing that the act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the officer or employee.

F. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be

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substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee consistent with CalHR guidelines (Reference Code 85-05).

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G. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his/her full-time, attention, and efforts to his or her State office or employment during his/her hours of duty as a State officer or employee. When an appointing power determines there is a need to establish a new incompatible activity statement or add to or alter an existing incompatible activity statement, the Union will be notified and given an opportunity to meet on the proposed incompatible activity statement with the appointing power. An employee may request that the appointing power grant an exception to the prohibitions on outside employment contained in the applicable incompatible activity statement. If the exception is denied, it shall be reviewed, upon request by the employee, by a committee composed of two (2) representatives of the appointing power and two (2) representatives of the Union. The committee will issue a recommendation

within fifteen (15) calendar days to the department head or designee for decision. The department head or designee shall issue a written final decision within fifteen (15) calendar days.

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Gary Price
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Karen DeBell
Dulores Pomeroy
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Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 3

The Union proposes the following rollover language:

21.11.3 Class Size (Unit 3)

A. It is the policy of the State that the educational needs of its students are of primary importance taking into consideration needs of the staff, available facilities, equipment, financial resources and other operational needs. In adhering to this policy, the State agrees to meet and confer with the Union over the impact of management proposed changes to existing class size criteria. It is recognized that final class size determinations shall be within the authority and discretion of management.

B. The Union may request from the CDCR, Adult an exemption from the existing class size to the superintendent or designee. The affected department shall, within twenty (20) calendar days, either grant or deny the requested exemption and inform the Union and the affected teacher in writing of the department's decision. The parties may agree to mutually extend the

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twenty (20) calendar day time frame. If the request for class size exemption is denied by the Warden, the Union may appeal to the next level of authority for review.

C. The exemption review process shall consider, but not be limited to, the following:

1. Operational/Program needs
2. Physical space
3. Safety of the staff, inmates or wards
4. Diagnosed psychological, physiological and learning characteristics of the students

D. The Union may request from the CDCR, Division of Juvenile Justice (DJJ) an exemption from existing class size to the Superintendent or designee pursuant to the department's class size exemption policy.

E. Upon request of the Union, the CDCR, Adult will provide available class attendance statistics for the Union's review such as the number of teachers with actual classroom assignments by facility and the monthly education report.

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F. The CDCR shall provide a copy of their departmental class size exemption policy to Unit 3 teachers and the Union within four (4) months after the ratification of the Contract by the Union and the Legislature, whichever is later. In addition, the CDCR shall provide a copy to newly hired teachers as part of their new employee orientation.

G. Class size criteria established by department policy may only be grieved to the second step of the grievance process.

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Union Proposal

Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

21.12.3 Student Discipline (Unit 3)

A. Upon request of the Union, the State agrees to consult with the Union representatives on the development of a written student discipline program.

B. Teachers may recommend either temporary or permanent removal of a student when in his/her professional judgment the teacher believes a student's behavior is interfering with the learning of others or when a teacher/instructor or other students are being threatened; however, the State employer retains the authority to remove or suspend a student from the classroom.

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Union Proposal

Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

21.13.3 Student Class Assignment (Unit 3)

A. It is the common goal of management and the Union that students attending State classes be assigned to appropriate classes. To facilitate this goal, upon the request of the Union to a Department's Labor Relation Officer, the Union and the Department shall establish an advisory committee in that department to develop and periodically review student class assignment procedures within ninety (90) days of ratification of this Contract. These committees shall have equal numbers of Union and management members.

B. The assignment procedure shall include the decision-making process and the position(s) responsible for classroom assignments and review of assignments.

C. Students shall be assigned according to the established policies. When a teacher believes a student is inappropriately assigned the assignment will be referred to the position designated in the policy for

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*Supervisor
James
Guy Bengtson*

review and appropriate assignment.

D. Final Class assignment procedures, as well as individual student assignments, shall be within the authority and discretion of management.

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Union Proposal
Bargaining Unit 3

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Proposal No: 2

The Union proposes the following rollover language:

21.14.3 Non-Instructional/Teacher Preparation Time (Unit 3)

During a teacher's workday, there shall be scheduled non-instructional periods for purposes of teacher preparation and for performance of other job duties.

Teacher preparation is work time to be used for the purpose of supporting classroom instruction at a level consistent with the diversity of student needs and changing program demands.

Management may grant additional preparation time to an individual teacher when management has made a major change in the teacher's assignment or when another need for additional preparation time arises.

Although it is not the intent of the State to unnecessarily infringe upon teacher's preparation time, it is recognized by both parties that it may be appropriate for teachers to be assigned other duties during this time.

Job duties not directly in support of classroom instruction will be scheduled, to the extent possible, with reasonable prior notice, taking into consideration teacher workload and operational needs.

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Union Proposal
Bargaining Unit 3
Date 8/16/19

Proposal No: 3

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8/16/19

The Union proposes the following rollover language:

21.15.3 Off-Site Teacher Preparation Time (Unit 3)

Consistent with the provisions of section 19.1.3 (Hours of Work), employees in Unit 3 teaching classes may schedule their instructional preparation time off-site, provided the time scheduled is during non-student contact time as determined by management.

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Union Proposal
Bargaining Unit 3

Date 7-29-19

Proposal No: 1

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The Union proposes the following rollover language:

21.16.3 Professional Responsibility (Unit 3)

- A. It is the State's policy to allow Unit 3 employees the exercise of professional judgment in their work recognizing, nonetheless, that ultimate responsibility for determining work methods and selecting methodologies, curricula, etc., rests with management.
- B. Recognizing the professional status of Unit 3 teachers and librarians, any portion of a performance evaluation concerning professional practice shall be prepared, whenever possible, by a credentialed supervisor or administrator.

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Union Proposal
Bargaining Unit 21

Date 7/20/19

Proposal No: 1

The Union proposes the following rollover language:

21.16.21 Professional Responsibility (Unit 21)

- A. It is the State's policy to allow Unit 21 employees the exercise of professional judgment in their work including work methods, objectives, and hours.
- B. Unit 21 employees shall exercise their professional judgment in their work, including scheduling of work hours and locations consistent with the fulfillment of professional responsibilities.
- C. Both parties recognize that ultimate responsibility rests with management.

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Maurin Jang Hui
Guy Burghardt



Union Proposal

Bargaining Unit 21

Date 7/26/19

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Proposal No: 1

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The Union proposes the following rollover language:

21.17.21 Recognition of Authorship (Unit 21)

The State employer shall recognize authorship of Unit 21 civil service employees involved in the writing of publications and preparation of electronic media presentations by identifying principal contributors and/or authors in said publications and presentations. In the event of disputes involving the identity of principal contributors or principal authorship, the department head or designee shall resolve such disputes.

Employees may request their name not be cited within the publication.

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Annette Kahn
Katy DeRoss*



Union Proposal

Bargaining Unit 3

Date 7/25/19

Proposal No: 1

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The Union proposes the following rollover language:

21.17.3 Recognition of Authorship (Unit 3)

The State employer shall recognize authorship of Unit 3 civil service and exempt employees involved in the writing of publications by identifying principal contributors in the title page, if any, of said publications. In the event of disputes involving the identity of principal contributors to State publications, the department head shall resolve such disputes. Articles or manuscripts, written under State auspices, shall give recognition of principal authorship on the title page, if any.

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Union Proposal
Bargaining Unit 11

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Proposal No: 1

The Union proposes the following language:

21.18.11 Drug and Alcohol Testing (Unit 11)

A. Commercial Drivers' License Holders

1. Unit 11 employees whose job assignment requires them to have a commercial drivers' license are subject to drug and alcohol testing as defined in 49 CFR 382, et al.

2. Employees who operate commercial vehicles seasonally as part of their required job duties for their employer may elect to deactivate their commercial driver status and remove themselves from the random testing pool by providing notice in writing to their employer at the end of each season of operating a commercial vehicle. Employees not electing to deactivate their commercial driver status for their employer will be deemed to continue to be available to operate a commercial vehicle for their employer and will remain subject to drug and alcohol testing under

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49 CFR 382 et al. and 49 CFR 40 et al.

Employees who have received notice for a drug and alcohol test that was mailed or given to the employee prior to their employer's receipt of the employee's request to deactivate from commercial driver status must complete all such outstanding random tests.

3. The Union and the State jointly encourage unit employees to seek counseling and treatment when appropriate for substance and alcohol abuse issues. Accordingly, an employee whose job duties do not require the employee to possess a CDL, and who requests to deactivate his/her CDL status and voluntarily utilizes the resources available to him/her in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, shall not be required to complete any outstanding random tests nor shall the employee be disciplined for exercising his/her rights under this section.

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B. Class C Drivers' License Holders

Employees who operate State equipment requiring a Class C driver's license are subject to reasonable suspicion drug and alcohol testing while on duty. Such testing will conform to the requirements and procedures of CalHR rules 599.960, 599.962, 599.964, 599.965, and 599.966; 49 Code of Federal Regulations (CFR) Part 40, et al; and 49 CFR Part 382, et al. Whenever the State's rules are broader or are in direct conflict between State and Federal regulations, the State's rules shall prevail.

C. Miscellaneous Provisions Applying To CDL And Class C Drivers' License Holders

1. Notwithstanding section 5.10(b), the State shall only test for amphetamines and methamphetamines, cocaine, marijuana/cannabinoids (THC), opiates (narcotics), phencyclidine (PCP) and alcohol and shall use the cut-off levels for determining positive test results contained in 49 CFR 40 et al. and 49 CFR 382 et al.

2. The State reserves full discretion to dismiss an

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employee for a first positive drug or alcohol test or for refusing to test. Employees so dismissed, except those on probation, shall have an opportunity to stipulate to a last-chance agreement. This opportunity may not extend to cases in which the employee has a past adverse action history or in which the positive test or refusal to test occurs in conjunction with a serious offense which in itself would result in dismissal. Serious offenses include but are not limited to workplace violence, acts that result in personal injury, acts that result in significant property damage, etc.

3. Last-chance agreements shall include a provision which requires an employee's evaluation by a substance abuse professional as referenced in 49 CFR 382.605 and follow-up testing after returning to duty. The State will pay for the substance abuse professional's evaluation and counseling by the same substance abuse professional when it is obtained through a State contract provider. While participating in rehabilitation as recommended by the substance

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abuse professional and with prior approval of the employer, employees may use accrued sick leave, vacation, annual leave, compensatory time off, or other accrued paid leave. Employees who have insufficient leave credits may use unpaid leave for the duration of this rehabilitation period.

4. At the employee's request, the State shall send the second portion of the split urine specimen (Sample B) to another certified drug testing laboratory of the employee's choice, and the State shall pay for the test when the test of Sample B fails to confirm the test of Sample A.
5. Employees who appeal a drug or alcohol-related adverse action or reject on probation to the SPB shall automatically be deemed to have withdrawn with prejudice any related grievance filed pursuant to Article 6 of this Contract and shall have no right to file any additional grievances related to the adverse action or rejection on probation. A grievance filed pursuant to this Article shall be filed with the department head or his/her designee within thirty (30) days after the Skelley Officer's decision. In the event the

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grievance is denied and not settled by the parties within ten (10) working days from the date of its filing, the Union may invoke the procedures in Article 6 to select an arbitrator. Adverse actions or rejections on probation may be arbitrated only after the grievant signs an express waiver of all rights to appeal the action or rejection to the SPB. In arbitrations involving adverse actions, the arbitrator shall determine if just cause exists and, if not, the appropriate remedy. Grievants arbitrating a rejection on probation shall have the burden of going forward and the burden of proof.

Robert James Blair
Inspector
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Albert Mohr
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Michelle T. Ford

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Union Proposal
Bargaining Unit 17

Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

21.19.17 Nursing Policy and Procedures Manual (Unit 17)

Within the Departments of Education and Veteran's Affairs, Department of Corrections and Rehabilitation, State Hospitals, and Developmental Services, each department will establish Nursing Policy and Procedures Manual(s), which shall include, but not be limited to, provisions on doctors orders, validated standard medication procedures, medical protocol, and record keeping. This provision applies only to those work areas where hands-on-care is provided. A manual shall be provided at each facility where hands-on-care is provided and such manual(s) shall be freely accessible to Unit 17 employees.

TA 1:43pm
UNION
K. Cantor
Monica S
M. Phi
Tony Zula
Dir Steadman
MK

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Steve Sever
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Janette [Signature]



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

TA 1:44pm
Union.

The Union proposes the following rollover language:

**21.20.17 Labor/Management Committee – Nurse Utilization
(Unit 17)**

A. Any department with Unit 17 employees shall upon request by Unit 17 establish a joint labor/management committee to review the current utilization and scope of practice of registered nurses. The committee shall review applicable Federal and State regulations for the purpose of developing recommendations regarding organizational, regulatory and legislative actions necessary to assure the full participation of registered nurses in the department's treatment programs. The committee shall consist of no less than two (2) representatives from Unit 17 and no less than three (3) representatives from department management. Employees shall suffer no loss of compensation as a result of participation in the labor/management committee meetings. Each party shall be responsible for the expenses of their participants. The parties shall meet and confer prior to implementing any

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D. Steadman

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Joe

TA 1:44pm
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recommendations pertaining to issues within the scope of practice. Management shall invite subject matter experts to speak on specific items.

B. For facility issues, a subcommittee of the labor/management committee may be convened at each facility identified by Unit 17. For purposes of the subcommittee, in lieu of the statewide labor/management committee Unit 17 representatives, the Union may appoint two (2) facility representatives to participate. Subcommittee issues may include, but are not limited to, housekeeping duties, janitorial duties, in-service training and Professional Practice Groups.

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Dai Steadman

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Janet Beal



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

21.21.17 Contract Violation Waiver (Unit 17)

Waiver of any violation of this Contract, or failure to enforce any of the terms shall not constitute a waiver of the right to future enforcement of any of the terms.

TA UNION 1:44pm

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D. Stedman
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Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

The Union proposes the following rollover language:

21.22.17 Licensure (Unit 17)

The State of California requires that registered nurses, as health care providers, will be currently licensed.

The State and the registered nurses it employs are committed to the highest levels of patient care in terms of the patient's health and safety. Accordingly, the parties agree that the registered nurse shall not practice, nor shall the registered nurse be required to practice, in any manner, which places the registered nurse's license in jeopardy.

This section is not arbitrable; however, it may be grieved to the third (CalHR) level.

TA Union 1:45pm
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 K. Conway
 Vanessa S. [unclear]
 B. [unclear]
 Tony [unclear]
 Dan Steedman
 M. [unclear]

State
[Handwritten signatures for State representatives]
 Mike [unclear]
 [unclear]
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 [unclear]
 Jacob [unclear]



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

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SEIU 1000
7/29/19
@ 1505

The Union proposes the following rollover language:

21.22.20 Licensure/Certification (Unit 20)

- A. The State and the Union recognize there are various licenses and certifications held by the employees. Accordingly, the parties agree that employees shall not practice, nor shall they be required to practice, in any manner which places their license/certification in jeopardy.
- B. This section is not arbitrable; however, it may be grieved to the third (CalHR) level.

Sharon
Karen Franklin
W
Patricia Plegua
Steve Davis
Mick

State
Dulce Garcia
Judit
Annette Kahn
[Signature]



Union Proposal

Bargaining Unit 17

Date 07/30/19

Proposal No: 1

MA 1:45pm
Union.

The Union proposes the following rollover language:

21.23.17 Recruitment and Retention Committee (Unit 17)

The State and the Union recognize the immediate need to retain existing Registered Nurses and recruit and retain additional Registered Nurses. For this purpose, the State and the Union shall agree to utilize the existing Labor/Management Committee format identified in section 5.10 of this Agreement.

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Upon request by the Union, the State agrees to convene meetings with the Union for the express agenda to examine the recruitment and retention of Registered Nurses. For purpose of these meetings, held on a department-wide basis, the Union shall be allowed three (3) rank-and-file participants who shall be appointed by the Union and serve without loss of compensation. Union staff may participate in these meetings. Written reports of recommendations shall be submitted to the respective department director (or designee) with a copy to CalHR and the Union.

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The goals of the meetings may include, but are not limited to:

- 1. Identify work sites and divisions where there

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W. J.

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Dai Steadman

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State

Alde H.

Amy

J. S.

Janette Hamilton

exists retention and recruitment difficulties for Registered Nurses;

2. Devise strategies and plans for resolving identified recruitment and retention problems, including but not limited to, the development or improvement of recruitment and retention programs;
3. Review may include but not be limited to: preceptorship, participation at job fairs, college presentations, new graduate programs, and re-entry programs;
4. Formulate recommendations for improving Registered Nurse recruitment and retention including methods and procedures to help resolve weekend and holiday-time staffing issues and avoid the need for overtime work;
5. Make recommendations for the improvement of staff morale and the enhancement of professional recognition of Registered Nurses.



Union Proposal

Bargaining Unit 21

Date 7/26/19

Proposal No: 1

7/26/19

T/A 1:32 PM

The Union proposes the following rollover language:

21.24.21 Job Related Conferences and Conventions (Unit 21)

The State and the Union recognize that certain benefits accrue to the State and Unit 21 employees through participation in 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.

State 7/20/19

Manangong-Hus

Gregory Buzby

Annika Kahn

Kelly DeRoss



TA @ 2:13 pm

Union Proposal

Bargaining Unit 3

Date 8/16/19

Proposal No: 3

The Union proposes the following rollover language:

21.25.3 Work Assignment Notification (Unit 3)

Management of the CDCR shall make a reasonable effort to inform its teachers of their next year's work assignment prior to the end of the Academic Calendar. If any change in assignment becomes necessary, the Department will endeavor to notify the affected teachers as soon as possible. Where changes are made, the employee will be provided a written explanation of the need for such change.

Passed
11:57 AM
8/16/19
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M.R.



Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45

Proposal No: 1

The Union proposes the following rollover language:

21.26.15 Custodial Routes (Unit 15)

- A. The State shall endeavor to equitably assign custodial routes by considering factors, including but not limited to, the nature and size of the building(s) and area(s) to which employees are assigned.
- B. This section shall be grievable up to the departmental level of review.

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 Maggie Gray



Union Proposal
Master Table

Date _____

TA 9:38 pm
8/28/19

6:21 pm
8/28/19

Kristine Leung
Proposal No: 3

Traci Bence

The Union proposes the following language:

21.X Call Centers

A. Definition of a Call Center:

Ughwacker

*SD
TRW*

A call center is the point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.

B. Training:

*Bud Willis
Mark
Anna
Helen
Brooke
L. Cruz
M. Conr
Robert Jega*

Training is essential to the creation and maintenance of an effective call center.

*SD
Prof
Susan
B...*

1. Training programs for new employees shall be pre-defined programs of classroom and on-the-job training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle; (5) shall be trained on how to properly escalate problem callers; and (6) ergonomic training.

2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.

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3. Upon request, upward mobility training and information shall be provided to all call center employees.

4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.

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C. Ergonomics:

An ergonomically sound environment is essential to the health and welfare of all call center employees.

BP
LA

1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least

ML
RV

two (2) weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms they receive prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.

2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.
3. Upon the Union's request, departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.
4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and

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movements that can lead to repetitive trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.

5. The employee may make a request to his/her supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after non-resolution of the problem. "Risk Management" shall reply in a reasonable time.

6. Every employee assigned to a call center will also be given access to the booklet, "~~Safe and Healthful Workstation Guide~~" information on workstation ergonomics.

D. Headsets:

Call centers shall accommodate reasonable requests for an employee's choice of headsets.

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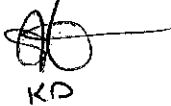
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E. Call Monitoring:

1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.
2. Pursuant to the entire agreement clause, a department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.
3. Employees shall be notified before monitoring of their calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored.

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F. Other:

1. Appropriate call center technology should be applied.
2. 19.3(B) or 19.3.4(B) of the SEIU Local 1000 Master Contract shall be applied to all call center

employees.

3. The State shall notify the Union prior to the creation of any new call center and/or the selection of any new technology. The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees.

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4. The State shall train all call center managers/supervisors sufficiently so that they can: (1) perform the duties of their staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out their duties; (4) handle escalated calls.

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~~5. In recognition of the skills and knowledge required, any employee engaged in the duties covered by the definition of a call center shall receive a one hundred dollar (\$100) differential per pay period. Part-time and intermittent employees performing the duties described above shall receive the differential on a pro-rata basis.~~

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These recommendations do not commit the State or any State department to the expenditure of unbudgeted funds.

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6. Dispute Resolution Process

If the Union disagrees with the department's determination of a call center under the definition provided in 21.4, the Union may file a dispute directly at the third step of the grievance procedures as provided in Article 6 – Grievance, Arbitration, and AWOL Procedures. Any dispute arising under this section shall not be subject to arbitration.

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Any Call Center determination of a Call Center will address any applicable pay differentials.

Kristen Rodriguez
8/28/19 8:46 PM

WJWacker
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TRW

Brid Willis
Yuan
Alicia
Keren
Suzanne
A. Cant
Muel Cardon
Robert Vega



Union Proposal

Bargaining Unit 3

Date 8/5/18

Proposal No: 1

5:22 PM
T/A

The Union proposes the following rollover language:

22.1.3 Discipline and Discharge – Special Schools (Unit 3)

A. Purpose

The purpose of this Article is to provide a prompt and efficient procedure for the imposition of discipline and discharge.

STATE
Jennifer
Winters

B. Applicability

1. This Article shall only apply to permanent tenure and pre-tenure exempt employees (hereafter employee) of the CDE, Special Schools.

Ally
Henderson

2. Appealable disciplinary action is defined as dismissal, demotion, or suspension without pay for more than six (6) calendar days or its equivalent as a reduction in pay.

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3. This Article shall not apply to the decisions to grant or deny tenure.

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Lynn Fisher

C. Discipline Procedure

1. Discipline shall only be imposed for cause. "For cause" means a legitimate non-arbitrary reason for dismissal, demotion, suspension without pay, or reduction in pay as defined by B (2) above.
2. The parties recognize that situations arise where circumstances necessitate the immediate removal of the person from the work area for reasons related to the safety of persons or property, disruption of program or operations, or investigation for any disciplinary action or commission of a crime. The appointing power may place an employee on a leave of absence with or without pay for a period not to exceed sixty (60) days in circumstances described above.

If discipline is not taken on or before the date such leave is terminated, the leave shall be with pay. If disciplinary action is taken on or before the date such leave is terminated, the disciplinary action may be taken retroactive to any date on or after the date the employee was placed on leave.

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Gove
12/2/19

Gregory Henderson
Supervisor

Notwithstanding any other section of this Article, disciplinary actions under such circumstances shall be valid if written notice is served upon the employee not later than seven (7) calendar days after the employee is notified of the disciplinary action.

3. The department head or designee shall initiate any disciplinary action as specified in this article by written notice of disciplinary action served in person or served by certified mail, return receipt requested, to the employee's last known address as listed in the employee's official personnel file.

The notice of disciplinary action shall include:

- a. A statement of the nature of the disciplinary action;
- b. The effective date of the disciplinary action;
- c. A statement in ordinary and concise language of the acts or omissions upon which the disciplinary action is based;
- d. A statement advising the employee of the right to answer the notice orally or in writing;

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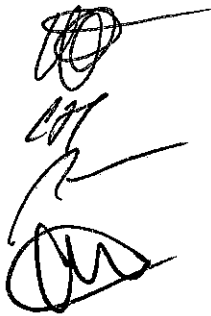
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e. A statement advising the employee of the time within which an appeal must be filed; and

f. A statement advising the employee of his/her right to a representative of his/her choice.

4. At least seven (7) calendar days prior to the effective date of any disciplinary action as defined in C(3) above, and at the request of the employee, the department head or designee and the affected employee and his/her representative, if any, shall meet to review the notice of pending disciplinary action. The employee may respond orally or in writing. A written response shall be directed to the department head or designee within seven (7) calendar days of the meeting or within ten (10) calendar days if no meeting is held. Based on the review of the pending disciplinary action and the employee's response, if any, the department head or designee shall provide written notice to the employee within twenty (20) calendar days of his/her decision to rescind, modify or affirm the disciplinary action.

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AK



~~DATE~~
Jennifer White
Avery Henna
C. J. Jones
J. J. Jones
E. J. Jones
B. J. Jones

D. Disciplinary Action Appeal Process

No later than twenty (20) calendar days after receipt of the notification to impose disciplinary action, an employee may appeal the disciplinary action to the SPB. A hearing shall be conducted by an SPB hearing officer. The hearing shall be conducted in accordance with existing law as set forth in Title II of the California Administrative Code. The proposed decision of the SPB hearing officer shall be subject to review by the SPB, which shall render a final and binding decision.

E. Right to Representation

When an appointing power's representative has a conference with an employee where at the time the meeting is convened, the employee is the focus of a possible disciplinary action, the employee is entitled, upon request, to a representative of his/her choice. Non-availability of the representative for more than two (2) workdays shall not delay the conference. However, this right shall not extend to routine business communications such as, but not limited to, performance evaluations, training, job audits, counseling sessions or work related instructions.

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Suzanne Knapp

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T/A 8:31 AM
8/7/19

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

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Cherry
M. Jones
Suzanne
Lynn
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The Union proposes the following rollover language:

22.2.3 Academic Year – Special Schools (Unit 3)

A. In the State School for the Blind, Fremont, and in the State Schools for the Deaf, Riverside and Fremont, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty. The academic calendar for exempt staff in the classification of Teacher shall be one hundred eighty-four (184) workdays, of which up to one hundred seventy-six (176) shall be student contact days. The academic calendar for exempt staff in the classification of Teacher Specialist shall be one hundred ninety-four (194) workdays.

B. In the Diagnostic Centers at Fremont, Fresno, and Los Angeles, the academic calendar means the period which the Director of Special Schools shall designate

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beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty, and shall be two hundred nine (209) workdays.

C. The Superintendent of a State Special School shall obtain input from exempt staff during the development of the proposed academic calendar. In addition, if a Special School proposes to change the number of in-service training days from the prior academic year, the special school shall notify the teachers and obtain input.

TKM
Stephanie Knapp

Mandy [unclear]
C. Thompson
Chris Sheffield

STATE
Guy Byngh
Jennifer Winstel
Alicia [unclear]
Christina
Tara [unclear]
Z. [unclear]
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Union Proposal

Master Table

Date 7/25/19

Proposal No: 1

T/A
12:41/21

The Union proposes the following rollover language:

**22.3.3 Work Assignment Notification – Special Schools
(Unit 3)**

Management of the CDE Special Schools shall make a reasonable effort to inform its teachers of their next year's work assignment prior to the end of the spring semester. If any change in assignment becomes necessary, the CDE will endeavor to notify the affected teachers as soon as possible.

Where changes are made, the employee will be provided a written explanation of the need for such change.

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Suzanne Knapp

State:
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Lynn Buehler
Lynn Buehler
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7/19/2019 1:47 PM
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Chris Mufield

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Cheryl Kresna



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Union Proposal

Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

22.4.3 Personal Leave Days – Special Schools (Unit 3)

- A. Upon completion of six (6) pay periods, employees shall be eligible for up to two (2) personal days which may be used during the academic year or extended school year.
- B. Personal leave days may be approved for use during the school year or extended school year. A personal leave day may be disapproved if the operating needs of the school prevent such leave.
- C. The Superintendent or designee may require an employee to provide five (5) working days advance notice before taking his or her personal leave day. A personal leave day may be granted with less than five (5) working days notice.
- D. A maximum of two (2) personal leave days may be carried over from one school year to the next. An employee may carry no more than four (4) personal leave days at any given time.

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Suzanne Knapp

E. Employees who have not used their personal leave days upon termination of employment or retirement will receive cash payment.

F. Employees may transfer personal leave days in accordance with the provision of Article 8 and the other provisions contained in Article 22.

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Union Proposal
Bargaining Unit 3
Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

22.5.3 Extra Duty Assignment – Special Schools (Unit 3)

A. Exempt teachers ^{at TK 5:34 PM} as the Special Schools of the Department of Education in Unit 3 may be required to serve in extracurricular supervisory or advisory assignments at athletic events, dances, plays, and other after school and evening school-sponsored events for the benefit of students, the curriculum, and job effectiveness with no additional compensation.

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1. The school superintendent or designee(s) will endeavor to equitably assign the above activities according to the needs of the school.
2. A listing of anticipated activities and the number of people required to cover the activities will be distributed to the faculty no later than the beginning of the school year.
3. The listing of activities and the number of people required for each activity will be updated as soon

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Zigme
Liquors

as possible to reflect any changes that may occur during the school year.

4. Teachers will be assigned to activities according to their stated preferences, whenever possible.

B. Exempt Special School teachers of the Department of Education who are required to perform coaching duties in athletic or drama events or the yearbook will receive a coaching differential in accordance with the schedule listed in 22.10.3. The coaching differential shall be subject to the following conditions:

1. The school superintendent or designee(s) shall select the coaches and the maximum number of head coaches and assistant coaches receiving the coaching differential;
2. A coaching assignment may be terminated at any time by the school superintendent or designee;
3. The coaching differential shall be paid to the exempt teachers at the conclusion of the coaching activity;
4. Exempt teachers who are assigned coaching duty and perform for less than an entire season,

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~~STATE~~
Jennifer Winsted

Cheryl

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Figure

7/19

Signature

shall receive the coaching differential on a pro rata basis;

5. Special School exempt teachers who receive the coaching differential are not entitled to overtime, or any other premium pay;

6. Coaching position vacancies will be advertised.

C. Nothing in this section shall prevent any school employee from volunteering their services.

D. This section shall not be considered "compensation" for purposes of retirement.

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James W. Stimpf

Debra M. Mulla

[Signature]

J. J. J. J.

7-7-19

Compton
Lynn J. J.

TRIM
Strapp

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Alan Stimpf

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Jennifer Winstelger
Alicia Kenna
Christina



5:50 PM
T/A

Union Proposal
Bargaining Unit 3
Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

22.6.3 Tenure – Special Schools (Unit 3)

A. Definitions

1. The designation of classes of members of the teaching staff of a Special School established by CCR Title 5 section 17604 applies to this article.
2. "Tenure" is the right, under the provisions of this article, of an employee to continue full-time employment as a teacher at a particular special school, subject to resignation, dismissal, suspension, or other disciplinary action for cause. A Teacher, Specialist, may acquire tenure only as a teacher.
3. A "pre-tenured employee" is a school term employee at a particular special school who does not have tenure.
4. A "tenured employee" is a person who has tenure.

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Gina Bingham
Jennifer Winstelger
Alicia Kenna
Christina

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5. "Full-time service" means full-time service as one of the following:

- a. A school term employee for ninety percent (90%) of the teacher work days in one school term applicable to the employee.
- b. A Teacher, Specialist, for ninety percent (90%) of the work days applicable to him/her in one fiscal year.

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B. Acquisition of Tenure

Tenure is acquired by meeting all of the requirements specified in any one of the following subsections:

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- 1. Full-time service as a pre-tenured employee at one special school in one or more classes of employees for three (3) successive school terms or fiscal year, as applicable; and commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. The tenure is in that school.
- 2. Voluntary transfer, including transfer in lieu of layoff, of a tenured employee at one special

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STATE
Jungdo
Watsup
Gregory Williams
Chick

school to another special school for the same type of student; full-time service for one school term, or fiscal year, as applicable, immediately following the transfer, in the special school to which the employee so transferred; and commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. At the date of commencement of service for the second school term, or fiscal year as applicable, at that school, the transferee shall lose tenure at the school from which he/she transferred and shall have tenure at the school to which he/she transferred.

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Guy
Bunghyral
Jungdo
Watsup
Zigme
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TR
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3. Transfer of a pre-tenured employee from a special school to a newly established special school for the same type of student; rendition of full-time service for three (3) successive school terms or fiscal years, as applicable, at either or both of such schools, and commencement of service under appointment for full time service at the newly established school for the next school term or fiscal year, as applicable. At the date of

[Signature]
CH
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STATE

*Juniper
Whitfin
Allan H. H. H.
Ch...*

such commencement of service, the transferee shall lose all rights toward tenure at the school from which he/she transferred and shall have all such rights at the school to which he/she transferred.

- 4. Full-time service in a special school by a pre-tenure employee for at least one school term or fiscal year, as applicable; transfer to an existing special school and rendition for full-time service therein for two (2) successive school terms or fiscal years, as applicable; and commencement of service therein under a reappointment for full-time service at that school for the next school term or fiscal year, is applicable. At the date of commencement of service under such reappointment, the transferee shall lose all rights toward tenure and shall have tenure in the school to which he/she transferred.

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SK*

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STATE

*Guy
Bunford
Juniper
Whitfin
J. J.
M.
L. J.
T. J.*

- 5. A pre-tenured employee's probationary period may be extended by the superintendent for at least an additional year when the pre-tenured employee is absent from work for a semester or more when the pre-tenured employee is unable

STATE

Juniper Winstanley

Ally Bell
Christina

to obtain an appropriate special education credential within the three (3) year pre-tenured period.

C. Reappointment and Notice of Intention Not to Reappoint

A pre-tenured employee shall be deemed to be reappointed for the school term or fiscal year, as applicable, succeeding the school term or fiscal year in which he/she is serving, unless by March 15, the superintendent of the school gives him/her notice that he/she will not be appointed. The notice shall be in writing, signed by the superintendent of the school, and given in either of the following ways:

1. Mailed, by certified mail, return receipt requested, to the employee at his/her last known address as listed in the employee's official personnel file.
2. Delivered to the employee in person and his/her written receipt of the notice secured. If the employee refuses to sign the receipt of notice, an affidavit of service made by the person delivering the notice and filed with the superintendent of the school shall be deemed the equivalent of

STATE

Guy Bingham

Juniper Winstanley

Ji

Myra

Supervisor

JH
SK

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Juniata
Whisper
Cheryl Bell
[Signature]

acknowledgement of receipt of notice.
Notwithstanding any provision of this section to the contrary, no person shall be deemed to be appointed or to have been awarded tenure because notice is not given or received by the time or in the manner prescribed in this section. Should it occur that no notice is received by the times prescribed in this section, it is the duty of the employee concerned to take inquiry to determine the ultimate decision of the school.

STATE
Guy Burghard
Juniata
Whisper
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D. Evaluation of Pre-Tenured Employee

An exempt employee denied tenure may grieve the denial through the third step of the grievance procedure which shall be the final step of appeal.

[Signature]
Alynn Krapp

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G. EIDL will apply only to serious physical injuries and any

complications directly related medically and attributable to the assault, 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.

D. The final decision as to whether an employee is eligible

for, or continues to be eligible for EIDL shall rest 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.

E. Other existing rules regarding the administration of DL

will be followed in the administration of EIDL.

F. This section relating to EIDL will not be subject to the

arbitration procedure of this Contract.

State
 County Clerk
 7/2/19
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and Diagnostic Centers shall be allowed to donate during the thirty (30) day period following ratification of this Agreement in order to establish the Bank. In the event that an official application form may not be available during this specific thirty (30) day period, the CDE shall accept a written document from a prospective donor that includes the donor's printed name, signature, date, work location, classification, social security number, and permission to deduct one day of sick leave from the employee's accrued sick leave balance.

MA
AK

STATE
Jennifer
Winters

C. Once the Bank is exhausted, no more leave credits shall be added to the Bank until the donation period in the following fiscal year.

Cheryl
Kleider

D. If the Bank is not exhausted, by June 30 in a fiscal year, any remaining donated days of sick leave shall remain in the Bank and any balance will be carried over into succeeding years and shall not be returned to the donors.

June
1/22/2019
Lynne
Hansen

E. For every day of sick leave donated to the bank, one (1) day of sick leave will be created in the Bank and be

June
Lynne
Hansen

CH
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subject to withdrawal by Bargaining Unit 3 employees at the State Special Schools and Diagnostic Centers.

F. In order to be eligible to withdraw leave credits from this Bank, the employee must face financial hardship due to an injury or prolonged illness or the injury or prolonged illness of an eligible family member. Pregnancy, childbirth, and baby bonding are not considered an injury or illness. Eligible family members are defined as: the employee's spouse, child, parent, domestic partner (as defined in accordance with Family Code section 297), brother, sister, spouse's or domestic partner's parent, or other person residing in the immediate household.

G. Requests for Bank withdrawals shall be limited to three (3) days of leave credits per application. Employees may submit more than one application per injury/prolonged illness. Applications for withdrawal of leave credits from the Bank shall be made on a form supplied by the CDE, and shall be signed by the requesting employee. If the employee is medically incapacitated, the CDE shall have the discretion to accept an application from another person applying on behalf of the employee. An original physician's

AD
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SK
AD

DATE
Jennifer Winkler
Doreen
Zig
Tig
Boyle
CDE

verification describing the nature of the illness or injury and the estimated duration of the illness or injury must be attached to the application.

H. By September 30 of each fiscal year, the CDE shall notify in writing the Bargaining Unit 3 Negotiations Committee Chairperson of the amount of leave credits in the Bank that were not used by employees in the prior fiscal year, the amount of leave credits established in the Bank for the current fiscal year, and amount, if any, withdrawn between September 15 of the current fiscal year and the date of the notification.

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SK

I. This article is not applicable to substitute teachers.

J. Grievances containing this article can not be appealed beyond the CDE level.

K. The department will create four (4) Family Crisis Leave Banks

CSBF (California School for the Blind in Fremont)

CSDF (California School for the Deaf in Fremont)

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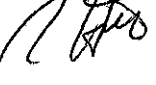
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CSDR (California School for the Deaf in Riverside)

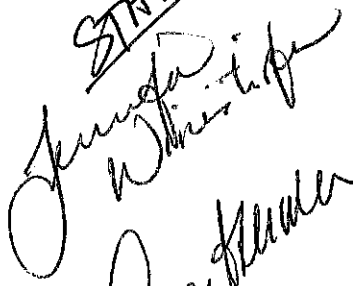
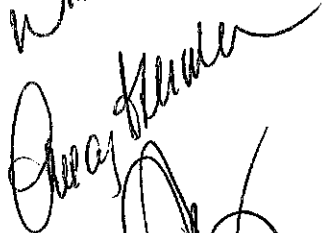

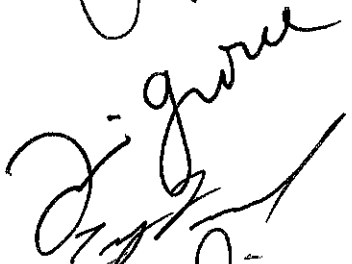
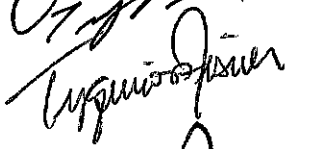
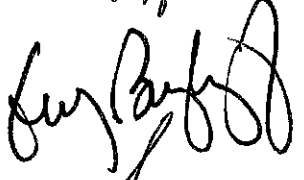
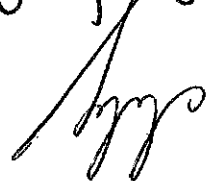
Diagnostic Centers; North, South and Central


Suzanne Knapp




C. Lane

Ann Winfield

~~STATE~~

Jennifer Whitfield

Tracy Kline


J. J. [unclear]

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TA @ 5:53 AM



Union Proposal

Bargaining Unit 3

Date 8-5-19

1:27

Proposal No: 1

8/5/19

TRIN
Suzanne Knapp
M. Ba
Mason Thomas
C. A. [unclear]
D. [unclear]

The Union proposes the following rollover language:

22.9.3 Salary Schedule (State Special Schools and Diagnostic Centers) (Unit 3)

Each state special school and diagnostic center shall adopt and cause to be printed and made available to each certified employee, a schedule of salaries to be paid. The salary schedule will be made available at the beginning of each school year or at the time of hire. All such salary schedules, recruitment and retention differentials and coaching stipends shall also simultaneously be provided to SEIU Local 1000, from each special school and from each diagnostic center, and shall be made available to the Union whenever any salary schedule is changed.

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Jennifer [unclear]
Di. Green

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8/21/19 11:15 AM

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

STATE

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The Union proposes the following rollover language:

22.10.3 Coaching/Advisor Differential (Unit 3)

Pursuant to section 22.5, paragraph B the CDE may establish coaching and advisor positions and provide additional compensation as listed below to FLSA exempt employees assigned to WWG SE/E while performing coaching/advisor functions which clearly exceed the normal demands of an employee's classification/position.

Class A - \$3,900

Football – Varsity Head Coach – California Schools for the Deaf

Class B - \$3,300

Basketball – Varsity Head Coach, Boys – California Schools for the Deaf

Basketball – Varsity Head Coach, Girls – California Schools for the Deaf

Track – Head Coach, Boys - California Schools for the Deaf

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Track – Head Coach, Girls - California Schools for the Deaf

Wrestling – Head Coach - California Schools for the Deaf

Football – Junior Varsity Head Coach - California Schools for the Deaf

Drama – Head Coach - California Schools for the Deaf

Baseball – Varsity Head Coach - California Schools for the Deaf

Softball – Varsity Head Coach - California Schools for the Deaf

Cheerleading – Varsity Head Coach - California Schools for the Deaf

Soccer – Varsity Head Coach - California Schools for the Deaf

Class C - \$2,500

Cross Country – Head Coach – California Schools for the Deaf

Swimming – Head Coach – California Schools for the Deaf

Badminton Special Olympics – Head Coach – California Schools for the Deaf

Basketball – Junior Varsity Head Coach, Boys – California Schools for the Deaf

Basketball – Junior Varsity Head Coach, Girls – California

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Schools for the Deaf

Volleyball – Head Coach – California Schools for the Deaf

Football – Assistant Coach – California Schools for the Deaf

Wrestling – Assistant Coach – California Schools for the Deaf

Track – Assistant Coach, Boys – California Schools for the Deaf

Track – Assistant Coach, Girls – California Schools for the Deaf

Drama – Assistant Coach – California Schools for the Deaf

Cheerleading – Junior Varsity Head Coach, California Schools for the Deaf

Academic Bowl – Coach

Soccer – Junior Varsity Head Coach – California Schools for the Deaf

Class D - \$2,000

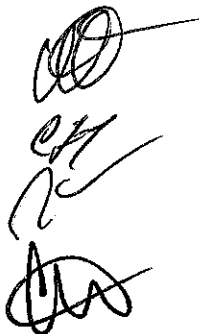
Cross Country – Assistant Coach – California Schools for the Deaf

Swimming – Assistant Coach – California Schools for the Deaf

Basketball – Assistant Coach, Boys – California Schools for the

STATE
~~AK~~
Mg
D. Gre
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TK
AK



Deaf

Basketball – Assistant Coach, Girls – California Schools for the Deaf

Volleyball – Assistant Coach – California Schools for the Deaf

Baseball – Assistant Coach – California Schools for the Deaf

Softball – Assistant Coach – California Schools for the Deaf

Cheerleading – Assistant Coach – California Schools for the Deaf

Golf – Head Coach – California Schools for the Deaf

Soccer – Varsity Assistant Coach – California Schools for the Deaf

Soccer – Junior Varsity Assistant Coach – California Schools for the Deaf

Track – Coach, Boys – California School for the Blind

Track – Coach, Girls – California School for the Blind

Strength and Conditioning - Coach – California School for the Blind

Swimming – Coach – California School for the Blind

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Goal Ball – Coach – California School for the Blind

Beep Ball – Coach – California School for the Blind

Music – School for the Blind, Fremont

Class E - \$1500

Class Advisor

STATE

AGS

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Supenne Krauss

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T/A

Union Proposal
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

23.1.3 Purpose (Unit 3)

On March 10, 2006, the State and the Union concluded negotiations mandated by the Alameda Superior Court, in the case of Margaret Farrell versus Walter Allen III, Director California Youth Authority, No. RG03079344. On February 25, 2016, the parties agreed to dismiss the Farrell v. Kernan case with prejudice and further agree that all provisions of the Remedial Plans, Consent Decree and other Orders shall be terminated. The results of these negotiations were originally reflected in Article 23 of the 06-08 Memorandum of Understanding (MOU). Any subsequent modifications have been by mutual agreement and are reflected in this Article.

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Suzanne Krapp

~~DATE~~
Jennifer Whistler
Greg Kline
Christina
J. J. J. J.

Guy Banford
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Chris Christel



8/16/19
2:17 PM T/A

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 2

The Union proposes the following language:

23.2.3 Academic Work Year (Unit 3)

A. All full-time DJJ/CEA Unit 3 eligible employees shall work a 220 day Academic Calendar year. The 220 day Academic Calendar Year includes ~~two (2) ninety (90) day semesters, a thirty (30) day summer session, two~~ hundred-ten (210) instructional days and ten (10) professional staff development days.

B. If the DJJ/CEA authorizes an Intersession in subsequent academic years, DJJ/CEA Unit 3 eligible employees, who meet the qualifications for the work needed, shall be offered this additional work assignment prior to seeking outside resources. If two (2) or more individuals are interested in the same assignment, the employee with the most state seniority shall be given the assignment. Salary earned during the intersession shall not be considered compensation for the purpose of retirement contribution.

C. Employees shall be compensated for said work at their

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normal daily rate of pay.

D. Should DJJ/CEA decide to offer a half day school schedule or a half day assignment during Intersession, BU 3 employees shall receive one half (1/2) of their daily rate of pay, and not be expected to work more than four (4) hours per day. Teachers scheduled to work during Intersession shall be compensated for student contact time, as well as preparation time as outlined in Article 21.14.3. DJJ/CEA will clearly delineate if the assignment is half day or full day.

E. Intersession is defined in the Academic Calendar. During this session, a full-time DJJ/CEA Unit 3 eligible employee shall be:

1. Permitted to work; or,
2. Permitted to choose to not work; or,
3. Granted a combination.

F. Employees who worked the July 13, 2006 through August 6, 2006 Intersession shall have this time counted for purposes of retirement.

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Union Proposal

Master Table

Date ~~June~~ 7/29/19

Proposal No: 1

T/A
2:38pm

The Union proposes the following rollover language:

23.3.3 CDCR-DJJ Academic Calendar Annual Modification (Unit 3)

During the term of this Contract, the CEA, Superintendent of Education, hereby agrees that he/she will provide the Union with copies of proposed CDCR-DJJ academic calendar(s) for the following academic year by November 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Superintendent shall be free to implement the calendar(s) unilaterally. In the event of an emergency or of events beyond the control of the Superintendent of Education, CDCR-DJJ shall be free to make such change(s) in any or all of the academic calendars for the CDCR-DJJ as are required by operational necessity.

7/29/19

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Kraff
and Barr*

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7/29/19

Handwritten signature: C. S. ...

Handwritten signature: Guy Burfy...

Handwritten signature: Liz Gre...

Handwritten signature: Jennifer...



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Union Proposal

Bargaining Unit 3

Date 8/7/19

Proposal No: 1

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8/5/19

The Union proposes the following rollover language:

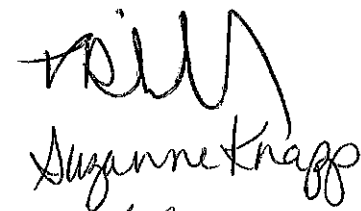




23.4.3 Additional Instructional Assignments (Unit 3)




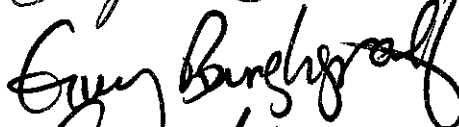

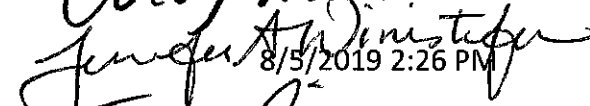


A. A Full-time DJJ/CEA Unit 3 eligible employee, who is authorized or directed to provide additional instructional assignments outside of the regular work schedule, shall be compensated in the following manner:

1. Additional instructional service shall be compensated in fifteen (15) minute increments.
2. Each hour of additional instructional service shall be compensated equivalent to one-eighth (1/8) of the employee's daily rate of pay.
3. Additional instructional service shall be compensated on a cash basis.

B. No employee will be directed to provide additional instructional assignments outside of the regular work schedule, prior to the solicitation of volunteers.

8/5/19



state







8/5/2019 2:26 PM



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T/A

Union Proposal
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

23.5.3 Thirty (30) Day Summer Session Leave (Unit 3)

- A. The Superintendent of Education may grant, upon request of a permanent full-time DJJ/CEA Unit 3 eligible employee, a leave of absence for the thirty (30) day Summer Session up to thirty (30) scheduled work days.
- B. DJJ/CEA Unit 3 eligible employees, who have accrued Educational Leave, will be permitted to use approved Educational Leave, in accordance with section 8.28.3 Educational Leave of this MOU, to pay for all educational related activities completed during the thirty (30) day Summer Session.

WIM
Superintendent

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Union Proposal

Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

23.6.3 Educational Leave (Unit 3)

A. Effective August 1, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall cease Educational Leave accrual, as provided in section 8.28.3 Educational Leave.

B. All full-time DJJ/CEA Unit 3 eligible employees shall be permitted to retain the Educational Leave credits accrued prior to the termination of accrual described in paragraph A. above.

C. Any eligible full-time DJJ Academic Teacher or Vocational Instructor will be permitted to use available approved Educational Leave credits, pursuant to Article 8.28.3 Educational Leave of this MOU.

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Suzanne Kagg

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Union Proposal

Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

23.7.3 Holidays (DJJ/CEA) (Unit 3)

All affected DJJ/CEA Unit 3 eligible employees shall not be entitled to official observed State Holidays with pay. These days shall be observed as unassigned, non-work days.

A. For all DJJ/CEA Unit 3 eligible employees, when a regular holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit. 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.

B. For all DJJ/CEA Unit 3 eligible employees, when a premium holiday, falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off. These premium holidays are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and December 25.

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Sezanne Knapp

STATE
Jennifer White

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Union Proposal
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

23.8.3 Vacation (Unit 3)

- A. Effective with the August 2006 pay period, all full-time DJJ/CEA Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.
- B. All full-time DJJ/CEA Unit 3 eligible employees shall be permitted to retain the Vacation Leave credits accrued prior to the termination described in paragraph A. above.
- C. Effective August 7, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall be precluded from using Vacation Leave credits, except:

- 1. As provided for in section 8.16, FMLA and section 8.18, Work and Family Participation; or
- 2. In exceptional (uncommon) situations not covered by section 23.9.3, Personal Necessity Leave (PNL), on a case-by-case basis and subject to supervisory approval.

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Suzanne Krapp

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Chris Wifeld

STATE
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State

Union
Fisher



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8/7/19

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

2 June
Winters
Winters

The Union proposes the following rollover language:

23.9.3 Personal Necessity Leave (Unit 3)

- A. A new full-time DJJ/CEA Unit 3 eligible employee, upon successful completion of an initial academic calendar ninety (90) day semester, shall be credited with three (3) Personal Necessity Days on the first day of the following semester.
- B. All current full-time DJJ/CEA Unit 3 eligible employees shall be credited with three (3) Personal Necessity Days the first work day of each academic calendar year annually, so long as, the accrual does not result in a total balance in excess of six (6) Personal Necessity Days.
- C. Personal Necessity Leave may be utilized by an employee who has sufficient leave.
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking his or her Personal Necessity Day. A Personal Necessity Day

APJ
Ally Nelson
Christa
PLA
AK

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T/A
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8/7/19

State
Lynn
Gunn



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

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2 June
Winters

The Union proposes the following rollover language:

23.9.3 Personal Necessity Leave (Unit 3)

- A. A new full-time DJJ/CEA Unit 3 eligible employee, upon successful completion of an initial academic calendar ninety (90) day semester, shall be credited with three (3) Personal Necessity Days on the first day of the following semester.
- B. All current full-time DJJ/CEA Unit 3 eligible employees shall be credited with three (3) Personal Necessity Days the first work day of each academic calendar year annually, so long as, the accrual does not result in a total balance in excess of six (6) Personal Necessity Days.
- C. Personal Necessity Leave may be utilized by an employee who has sufficient leave.
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking his or her Personal Necessity Day. A Personal Necessity Day

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Cynthia
P/A
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State

~~Thomas Jones~~
Ziguer

may be granted with less than five (5) working days notice.

E. Upon termination from State employment, the employee shall be paid for all accrued Personal Necessity Days.

by
Ben Bostrom

by
Alex Bernal
Chabato

with
Suzanne Knapp

~~Mark Stimpert~~
Tom

Chris Hinkfield



T/A 8/21/19
2:18 AM

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 3

The Union proposes the following language:

**23.10.3 CDCR, DJJ, Academic Teacher/Vocational
Instructor Salary Schedule (Unit 3)**

- A. A current DJJ/CEA Unit 3 eligible employee, shall be compensated in accordance with the current DJJ/CEA Unit 3 Salary Schedule for the county in which their respective facility is located (Appendix C).
- B. A new DJJ/CEA Unit 3 eligible employee shall be placed on the salary schedule first by education above the Bachelor's Degree or for career-technical teachers who do not possess a Bachelor's Degree, the equivalent of a Bachelor's Degree (High School Diploma plus seven (7) years of college work and in trade work experience) and second by years of full-time credentialed teaching experience. Career-technical teachers who possess a Bachelor's Degree will be placed on the salary schedule in the same manner as academic teachers.
- C. For current and new employees with less than ten (10)

State

annette kam
7-27-19

Cheryl
Eun Bonghyun
Cheryl

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Suzanne Kaag

M. San
Chris Thibault
2/24/19

years of state service, outside qualifying experience in a full-time credential teaching position can be used to place the employee into the salary schedule up to a maximum of Step 10 (120 months).

- D. Additional daily rate incentives may be paid for hard to fill classifications.
- E. Steps are years of service. Range increases are attained by completing additional credits as described on the salary schedule.
- F. Current DJJ/CEA Unit 3 eligible employees who were initially placed on the salary schedule, based upon salary, establishes the individuals' qualifications for that range. All employees hired prior to April 1, 2006, who are initially placed into the salary schedule based upon salary, will move in range upon completion of twelve (12) credits through Range E for Vocational Instructors and Range F for Academic Teachers.

State

anette kahn
7-1-17
Lynn

Guy Berthod
Christie
J: 5

Michelle
Suzanne Kraff
Mel Bar
Maurice
Charles
Art K
Andrew



T/A
8/16/19 2:32 PM

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 2

The Union proposes the following language:

23.11.3 Credits for Salary Advancement (Unit 3)

A. Acceptable credits will be limited to new semester (or equivalent quarter) credits earned in an accredited college or university, or California Commission on Teacher Credentialing approved program, including credits for continuing education courses if provided on an official transcript if taken from an accredited college or university. In addition, vocational education teachers shall receive one unit of semester credit for each forty-five (45) hours worked in industry in a position directly related to the teachers/instructor's vocational education instructional area. College credits, continuing education credits and any DJJ/CEA designee approved work credits from industry for vocational education teachers will be pertinent to the employee's position and not be a repetition of previously acquired credits or work experience.

(CCTC) TTC 2:30 PM 8/16/19

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STATE
Garry Bushyhead
2.9.19
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professional license/certification and/or continuing education units or work experience directly related to course curriculum and/or professional development, that are offered by approved providers may be accepted for salary advancement with prior approval from an immediate supervisor a DJJ/CEA designee.

C. For the purpose of salary advancement DJJ/CEA Unit 3 employees may also receive both professional growth and salary advancement as long as there has been prior approval for such an action from a DJJ/CEA designee ~~an immediate supervisor or program director~~ as follows:

TLC 2:32 PM 8/16/19 AS

1. New college Credits, CEUs, or trade experience used for salary advancement shall have some relevance to the course curriculum field of instruction of the teacher or specialist seeking credit and bring new skills, content or technology into the program in order to stay knowledgeable with the public education and trades programs.
2. In lieu credit may be granted for engaging in projects and/or GEA approved workshops approved by a DJJ/CEA designee regarding the

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improvement of instruction and curriculum within the teacher's school or community at the rate of fifteen ~~(15)~~ ten (10) hours equal to one credit. No more than three ~~(3)~~ six (6) credits will be granted in one (1) year.

ROLL

M. R. ~~Mason~~

~~CA~~

~~Steve~~

STATE

CB ~~1/2/2~~

~~Chris~~

~~Tommy~~



Union Proposal

Bargaining Unit 3

Date 7/29/19

Proposal No: 1

The Union proposes the following rollover language:

23.12.3 INTENTIONALLY EXCLUDED

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7/29/19

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Suzanne Krapp

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Phil Bon

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Chris Hinfel

7/29/19

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Lynn Fisher
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Jennifer Winter
Alicia Kenna
[Signature]
Glen Ferguson



5:25 PM
T/A

Union Proposal
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

23.13.3 Bargaining Unit 3 Teacher Service Credit (Unit 3)

Bargaining Unit 3 employees who work in the Department of State Hospitals, Department of Developmental Services, California Department of Education, or Department of Rehabilitation and who transfer to DJJ, will be granted full State service credit and be placed accordingly on the DJJ salary schedule.

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Suzanne Krapp

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Chris Himpfeld

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TA 920PM
8/28/19

6/21/19

8/21PM

Union Proposal
Master Table

Date _____

8/28/19
Krusten Rodriguez
Proposal No: 1

The Union proposes the following rollover language:

24.1 Entire Agreement

A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided

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in subsection B below.

B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract. The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation. The parties shall undertake negotiations regarding the impact of such changes on the employees when all three (3) of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to the Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this

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8/28/19

621pm
8/28/19

Union Proposal
Master Table

Date _____

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Proposal No: 1

The Union proposes the following language:

24.2 Duration

A. Unless a specific provision provides for a different effective date, the term of this Contract shall be July 2, 2016 to January 4 2, 2020 to June 30, 2023.

B. In the six (6) month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

C. If a proposal does not include an effective date, the effective date shall be the first day of the pay period following ratification.

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11:42 pm 8/28/17

6:22 pm

8/28/17



Union Proposal

Master Table

Date _____

Kristina Rodriguez

Proposal No: 1

Lisa Screen

[Signature]

The Union proposes the following rollover language:

24.3 Continuous Appropriations

The State and SEIU agree to present to the Legislature as part of the MOU bill a provision to appropriate funds to cover the economic terms of this Agreement. This will maintain employee salaries and benefits in case of an untimely budget.

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Donna Hidesky

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T/A

8/7/19 11:23 AM

STATE
C. Felts
Z. Gure
Common
Debra Williams
Jennifer
Chhab



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

25.1.3 CDCR, OCE 220 Day Academic Year Annual Modification (Unit 3)

The CDCR, OCE, Superintendent, hereby agrees that he/she will provide the Union with copies of the proposed CDCR, OCE 220 Day Academic Calendar(s) for the following academic year by November 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Superintendent shall be free to implement the calendar(s) unilaterally. In the event of an emergency or of events beyond the control of the Superintendent of Correctional Education, CDCR, OCE shall be free to make such change in any or all of the academic calendars for the CDCR, OCE as are required by operational necessity.

MSM
Suzanne Krapp

~~Manuel~~
C. Felts
Z. Gure
Chhab

STATE

Sam Burghes



5:26 PM
T/A

Union Proposal
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

**25.2.3 CDCR, OCE Additional Instructional Assignments
(Unit 3)**

A. A CDCR, OCE Unit 3 eligible employee, who is authorized or directed to provide additional instructional assignments outside of the regular work schedule, shall be compensated in the following manner:

1. Additional instructional service shall be compensated in fifteen (15) minute increments.

2. Each hour of additional instructional service shall be compensated equivalent to one-eighth (1/8) of the employee's daily rate of pay.

3. Additional instructional service shall be compensated on a cash basis.

B. No employee will be directed to provide additional instructional assignments outside of the regular work schedule, prior to the solicitation of volunteers.

Suzanne Kaapp

*STATE
Jennifer Winstanley
Supervisor*

*Mandy [unclear]
[unclear]*

[unclear]

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[unclear]*

*[unclear]
[unclear]
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5:26 PM
T/A

Union Proposal
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

25.3.3 Educational Leave (Unit 3)

- A. Effective August 1, 2007, all affected CDCR, OCE Unit 3 eligible employees shall cease Educational Leave accrual, as provided in section 8.28.3 Educational Leave.
- B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Educational Leave credits accrued prior to the termination of accrual described in paragraph A. above.
- C. Any full-time CDCR, OCE, Unit 3 eligible employee, will be permitted to use available, approved Education Leave credits pursuant to Article 8.28.3 Education Leave of this MOU.

Will
Suzanne Kaapp

DATE

Jennifer Whittle

Ally Bledsoe
Union
Member

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Tim Field

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T/A

Union Proposal
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

25.4.3 Holidays (CDCR/OCE) (Unit 3)

All affected CDCR, OCE, Unit 3 eligible employees shall not be entitled to official observed State Holidays with pay. These days shall be observed as unassigned, non-work days.

A. For all CDCR, OCE, Unit 3 eligible employees, when a regular holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit. 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.

B. For all CDCR, OCE, Unit 3 eligible employees, when a premium holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off. These premium holidays are January 1st, the last Monday in

T/A
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Jennifer
Winters
Lynn
C. [unclear]
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7/19/2019 2:08 PM

May, July 4th, the first Monday in September,
Thanksgiving Day and December 25.

WLN
Suzanne Knapp

~~Michael~~
The
Miss Mitchell

STATE
Jennifer Smith
Tina Jones
Cathy White
Zoe Gore
1st
Cory Baker
2019



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T/A

Union Proposal
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

25.5.3 Vacation/Annual Leave (Unit 3)

A. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.

B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Vacation/Annual Leave credits accrued prior to the termination described in paragraph A. above.

C. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall be precluded from using Vacation/Annual Leave credits, except:

1. As provided for in section 8.16, FMLA and 8.18 Work and Family Participation; or
2. In exceptional (uncommon) situations not covered by section 25.6.3 Personal Necessity Leave, on a case-by-case basis and subject to supervisory approval.

will
Sezume Knapp

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Tim Farrell

STATE
Jungfer
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Supervisor
Turner
Cherry
25 June
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Guy [Signature]



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T/A

Union Proposal
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

25.6.3 Personal Necessity Leave (Unit 3)

A. A new CDCR, OCE, Unit 3 eligible employee, upon successful completion of ninety (90) scheduled academic calendar work days, shall be credited with three (3) Personal Necessity Days on the first day of the following month.

B. All current CDCR, OCE, Unit 3 eligible employees shall be credited with three (3) Personal Necessity Days on the first work day of each academic calendar year annually, so long as, the accrual does not result in a total balance in excess of six (6) Personal Necessity Days.

C. Personal Necessity Leave may be utilized by an eligible employee who has sufficient leave.

D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking his or her Personal Necessity Day. A Personal Necessity Day

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may be granted with less than five (5) working days notice.

E. Upon termination from State employment, the employee shall be paid for all accrued Personal Necessity Days.

TSLL
Suzanne Knapp

~~Myron [unclear]~~
~~[unclear]~~
AK
Chris Muford

~~STATE~~
Tina Whistler
Cory Hula
[unclear]
Zigme
[unclear]
Lynn Jones
Guy Bushnell
Lynn



T/A 2:31 PM
8/16/19

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 2

The Union proposes the following language:

25.7.3 Credits for Salary Advancement (Unit 3)

A. Acceptable credits will be limited to new semester (or equivalent quarter) credits earned in an accredited college or university, or California Commission on Teaching Credentialing (CCTC) approved program, including credits for continuing education courses if provided on an official transcript taken from an accredited college or university. ~~In addition, vocational education teachers shall receive one (1) unit of semester credit for each forty-five (45) hours worked in industry in a position directly related to the teacher's/instructor's vocational education instructional area. College credits, continuing education credits and any CDCR, OCE designee approved work credits from industry for vocational education teachers will be pertinent to the employee's position and not be a repetition of previously acquired credits or work experience.~~

Trill
M. Bar
M. Lopez
Cheryl
Chris White

STATE
Guy Burghy
J. Gove
Chris
Trill
Trill

B. Continuing education units (CEUs) required for current professional license/certification and/or continuing education units or work experience directly related to course curriculum and/or professional development, that are offered by approved providers may be accepted for salary advancement with prior approval from a CDCR, OCE designee or immediate supervisor.

C. For the purpose of salary advancement CDCR, OCE, Unit 3 employees may also receive both professional growth and salary advancement as long as there has been prior approval for such an action from a CDCR, OCE designee or immediate supervisor or program director as follows:

1. New college Ccredits, CEUs, or trade experience used for salary advancement shall have some relevance to the course curriculum field of instruction of the teacher or specialist seeking credit and bring new skills, content or technology into the program in order to stay knowledgeable with the public education and trades programs.
2. In lieu credit may be granted for engaging in projects and/or approved workshops approved by

TIA
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STATE

Signature
M. Chubb

Supervisor
L. J. Fisher

a CDCR, OCE designee regarding the improvement of instruction and curriculum within the teacher's school or community at the rate of fifteen (15) ten (10) hours equal to one (1) credit. No more than three (3) six (6) credits will be granted in one (1) year.

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8/7/19

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

25.8.3 220 Day Academic Work Year (Unit 3)

- A. All CDCR, OCE, Unit 3 eligible employees shall work a 220 Day Academic Calendar Year. The CDCR, OCE, 220 Day Academic Calendar Year shall consist of 208 instructional days, and 12 staff development/training days.
- B. Employees shall be compensated for said work at their normal daily rate of pay, per Article 25.13.3.
- C. Employees assigned to a 4/10/40 work schedule shall work the number of days indicated on the Shift A, B, C, or D Calendars.

MSIA
Suzanne Krapp

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Gary Berglund STATE
Alicia Alcala
Jane H. Dwyer
Common Law
Chad
Zigme
[Signature]



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T/A

Union Proposal
Bargaining Unit 3

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

25.9.3 Teacher Service Credit (Unit 3)

Bargaining Unit 3 employees who work in the Department of State Hospitals, Department of Developmental Services, California Department of Education, or Department of Rehabilitation and who transfer to CDCR, OCE will be granted full State service credit and be placed accordingly on the CDCR, OCE salary schedule.

All transfers will be placed according to Article 25.13.3.

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Suzanne Krapp

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STATE
Jerrisa Whistler
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Chris Linfield



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8/7/19

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**25.10.3 CDCR, OCE 220 Day Academic Work Year – 4/10/40
Work Schedule (Unit 3)**

- A. The CDCR has established a 4/10/40 work schedule for Institutions that have eligible BU 3 employees assigned to the schedule.
- B. These above employees who are assigned the 4/10/40 work schedule shall work according to the Academic Calendar in Shift A, B, C, or D as assigned by management.
- C. If changes to this schedule are necessary or employees are reassigned to a regular academic schedule, the Department shall provide the employees forty-five (45) days written notice of said change.

Suzanne Krapp

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State
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Union Proposal

Bargaining Unit 3

Date ~~6/29~~ 7/29/19

Proposal No: 1

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The Union proposes the following rollover language:

25.11.3 INTENTIONALLY EXCLUDED

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TRM

Suzanne Knapp

Mr. Dan

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Chris Timfield

7/29/19

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Bob

Lippin Jones

Rob

Jennifer Winsten

Oliver Mena

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Guy Banzhaf



Union Proposal

Bargaining Unit 3

Date 7/29/19

Proposal No: 1

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2:39PM

The Union proposes the following rollover language:

25.12.3 INTENTIONALLY EXCLUDED

7/29/19

Will
Auzanne Knapp

Mike Sam

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Chris Infield

7/29/19

Jim Gue

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Travis Jones

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Jennifer Winstanley

Carly Kenna

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Guy Bongsoef



T/A 8/21/19
2:15 PM

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 3

The Union proposes the following language:

25.13.3 CDCR Office of Correctional Education, Academic Teacher/Vocational Instructor Salary Schedule Placement (Unit 3)

Salary Schedule Placement

- A. Current CDCR, OCE, Unit 3 eligible employees shall be compensated in accordance with the current CDCR/OCE salary schedule for the county in which their institution is located.
- B. Current CDCR, OCE, Unit 3 employees initially placed on the salary schedule based upon salary, establishes the individuals' qualifications for that range. All employees hired prior to August 1, 2007, who are initially placed into the salary schedule based upon salary, will move in range upon completion of twelve (12) credits through Range E for Vocational Instructors and Range F for Academic Teachers.

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 Z. G. G.
 S. G. G.
 A. G. G.
 T. G. G.

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 S. G. G.
 M. G. G.
 M. G. G.
 C. G. G.
 A. G. G.

C. A CDCR, OCE, Unit 3 eligible employees shall be placed on the salary schedule first by education above the Bachelor's Degree or for career-technical teachers who do not possess a Bachelor's Degree, the equivalent of a Bachelor's Degree (High School Diploma plus seven (7) years of college work and in trade work experience) and second by years of full-time credentialed teaching experience. Career-technical teachers who possess a Bachelor's Degree will be placed on the salary schedule in the same manner as academic teachers.

D. For new employees with less than ten (10) years of State credentialed service, outside qualifying experience in a full-time credentialed teaching position can be used to place the employee up to a maximum of Step 10 (120 months). One (1) academic year of outside service will be considered one (1) year of State credit. For an incomplete year, if the employee worked seventy-five percent (75%) of the outside school year, they shall be credited with one (1) year of State credit.

E. Additional daily rate incentives may be paid for hard to fill classifications.

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C. J. Smith
Bryce B. Bingham
Annexed to Kahr
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F. Steps are credentialed years of service. Range increases are attained by completing additional education or training credits as described on the salary schedule.

Salary Schedule Footnote

Employees working any 4/10 schedule shall be converted to the 4/10 daily rate by multiplying the 5/8 daily rate by 1.25.

STATE
Chick
Z. Sue
Guy/Burghard
Annette Kahn
7-2-2-2
M
Lynn

PKL
Suzanne Knapp
M. Sam
M. Sam
E. Sam
Chris Humpel



Union Proposal
Bargaining Unit 3

Date 7/29/19

Proposal No: 1

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The Union proposes the following rollover language:

25.14.3 INTENTIONALLY EXCLUDED

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Suzanne Kuapp

M. Sam

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A/A
Wesley Winfield

7/29/19

C. Galardi

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Jin Zue

Virginia Fisher

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Jennifer A. Winstadter

Cheryl Bernier

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Gary Benzgraff



T/A
8/16/19
2:17 PM

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

25.15.3 Application of DJJ Salary Schedule to CDCR, OCE Employees (Unit 3)

CDCR, OCE Unit 3 eligible employees will use the same salary schedules used in DJJ.

TRUW
Suzanne Knapp
Mel Bass
Marianne [Signature]
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STATE
Guy Burroughs
Lynwood Fisher
Joe Zue
[Signature]
[Signature]
[Signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

W. Walker
800
Will
Kern
Brad
Robert
Man
of Canada
Sharon
Myra
Dean

The Union proposes the following rollover language:

Side Letter #1 – Golden Handshake

If the Golden Handshake provisions are offered during the term of this Contract and the CDE or any of its Special Schools or Diagnostic Centers participate, the department will consider offering it to Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 employees in the CDE.

8/19/19 11:51am

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Stacy Mikanda
Dustin Davis
NAME Photo

Donna Andrey
Unit 10, 11, 15

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5/8/2019 2:11 PM
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Union Proposal

Bargaining Unit 14

Date 8/9/19

@ 11:51

Proposal No: 2

The Union proposes the following language:

Addendum 2.14 – Pay Differentials (Unit 14)

Parties agree to meet after legislative ratification to make corrections to this Article and it will be attached to the agreement.

TA SEIU Local 1000

Roberto Vega
Edward Rose
Russell Joharzi

TA

8/9/19

11:51

Stacy Kline
Walt
Abdullah Evans
Alan Allen
Christina E. Ford

PAY DIFFERENTIAL 121

PRINTER I, STATE COMPENSATION INSURANCE FUND SKILL PAY - UNIT 14

Effective: 8/1/89

Revised: 7/1/99

Delate

SM
8/19/99 11:51
OK

CLASS TITLE	CLASS CODE	CB/D	RATE	EARNINGS ID	DEPARTMENT
Printer I, State Compensation Insurance Fund	7442	R14	\$.65 per hour	8F3	State Compensation Insurance Fund

CRITERIA

Employees who are assigned to operate, the Heidelberg Printmaker QM 46-2 press, or Ryobi 3302M Press, 11 or more working days in the pay period, the differential rate will be paid for the entire pay period, including periods of paid leave. Employees assigned to the press less than 11 working days will be paid the differential rate for only those days they operated the press. Employees will be eligible for assignment to the press and differential pay from the date they are found qualified to operate the press independently.

IF APPLICABLE, SHOULD PAY DIFFERENTIAL BE:

PRORATED	NO
SUBJECT TO QUALIFYING PAY PERIOD	NO
ALL TIME BASES AND TENURE ELIGIBLE	YES
SUBJECT TO PERS DEDUCTION	YES

INCLUSION IN RATE TO CALCULATE THE FOLLOWING BENEFIT PAY

OVERTIME	YES
IDL	NO
EIDL	NO
SBI	NO
LUMP SUM VACATION	NO
LUMP SUM SICK	NO
LUMP SUM EXTRA	NO



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #3 – Retired Annuitants

The State and the Union agree that hiring retired annuitants may be necessary to perform mission critical work. Mission critical is defined as a disruption in normal business, which may result in the failure of a business operation. Retired Annuitants shall not displace SEIU represented employees.

This Article will be subject up to step three of the formal grievance process and will not be arbitrable.

8/19/19
State 11:53 AM

(TA)

Handwritten signatures on the left side of the page:
W. Walker
T. Hill
Karen Jeffers
Brad Wells
Robert
M. [unclear]
A. [unclear]
D. [unclear]
M. [unclear]
S. [unclear]

Handwritten signatures and notes on the right side of the page:
[Signature]
5.5K
Blair [unclear]
Bump [unclear]
[Signature]
Staphlin [unclear]
Susan Dwyer
Mame [unclear]
Donna Hudesky
Ks [unclear]
8/19/19 2:12 PM
[Signature]



Union Proposal

Master Table

Date 8/22/19

11:53am

TH

Proposal No: 1

unwashed
8/22
TRM
Karen
Bradwell
Robert
Max Statt
Almont
Alexandra
Miguel
Brew

The Union proposes the following language:

Side Letter #4 – Access Agreement

Date: March 5, 2007

To: State of California Department Heads, Labor Relations Officers, SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives.

Subject: Side Letter Regarding Access

Over the last two (2) years, the State of California and SEIU Local 1000 have struggled to find a balance between the State's operational needs and the Union's need to access the employees it represents at their worksites. This challenge has resulted in a number of serious confrontations, including arrests, as well as legal conflicts in various forums that continue to this day.

In the interest of harmonious Labor Relations, the parties agreed in June of 2006 to work with a neutral

State
Palmer
Son
A. Delt
of
Mark
H12
de
grs
Stacy
Almont
Dusan
Mama
Palto
Cecilia
Brew
Wan
Wagner
Kygeross

mediator and make a good faith effort to resolve the issue. The enclosed document is the result of those sessions between CalHR and SEIU Local 1000.

As with all agreements, both sides had to compromise. This Agreement, however, is intended to provide a proactive framework for facilitating Union access and addressing disputes before they escalate.

In that spirit, the State and the Union are fully committed to the following principles:

- Department/Union cooperation in seeking solutions to access issues
- Swift resolution of disagreements when they occur
- An ongoing understanding of, and respect for, each others' particular operational needs

We now look to you to implement this Agreement in the spirit in which it was negotiated. There will be joint training provided on the Agreement at a date still to be determined.

Attachment

This document is developed for the purpose of implementing the collective bargaining agreement.

State

[Handwritten signature]
SS

ADT

[Handwritten initials]
AR

[Handwritten initials]
SM

[Handwritten initials]
MP

[Handwritten initials]
CP

[Handwritten initials]
BN
VN
HO

[Handwritten signature]

[Handwritten initials]
me
AR
BW
TIA
AN
BP
MP
to
MLP
AL

Department personnel and Union representatives are encouraged to discuss/resolve access problems if they arise.

The Union shall provide advance notice of its intent to visit worksites. Departments shall notify the Union of the appropriate person to receive notice. Providing notice shall not be interpreted as requesting permission. However, where worksites with legitimate issues of safety, security or patient care exist, reasonable accommodations for access and/or distribution of information shall be provided. Departments shall discuss such accommodations with the Union.

The Union has the right to distribute information where represented employees work. The Union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the Union and its members.

Stark

[Handwritten initials and signatures on the right margin, including a large 'P', 'S', 'ADT', 'as', 'JR', 'K', 'G', 'SM', 'HA', 'SD', 'MP', 'CS', 'MS', 'NS', '10', and a signature at the bottom.]

[Handwritten initials and signatures on the bottom left, including 'BP', 'BW', 'AV', 'KLP', 'ML', and 'me']

When problems/issues regarding union access to members' worksites occur, and cannot be resolved at the department level, the following persons should be contacted:

Pam Manwiller Deputy Director CalHR	Paul Starkey, (916) 323-7995
York Chang Counsel SEIU Local 1000	Anne Giese, Chief (323) 525-2984 (916) 554-1249

In the event that agreement cannot be reached between CalHR and SEIU Local 1000 contact persons, the dispute may be submitted directly to arbitration pursuant to Step 4 of the grievance procedure. The parties shall exchange written statements regarding the issue and the response within one week of failure to agree.

Waeler
 [Handwritten signatures: Karen, Brad, Bob, Ma, L, A, M, C, P]

Starkey
 [Handwritten signature: PR]
 [Handwritten initials: JSL, ADT, AS, TR, SM, AA, SO, MP, CS, BW, W, KD]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #5 – Student Assistants

The State and the Union agree that hiring student assistants may be necessary to give students the opportunity to gain experience in their field of study and give the State the ability to attract high quality candidates for possible hire. Student assistants shall not displace SEIU represented employees.

This Article will be subject up to step three of the formal grievance process and will not be arbitrable.

Handwritten signatures on the left margin:
W. J. Walker
Bill
Kearney
Bradwell
Patty
Master
L. Cant
Sharon
Myel Cole
Blair

8/19/19 11:53am
State

Handwritten signature: Taylor J

Handwritten signatures and notes on the right side:
5/8
Wanda
Brent Webb
Marilyn
Heather
Dawn Damer
Name Pelito
5/8/2019 2:31 PM
Donna Hodesky



Union Proposal
Bargaining Unit 11
Date August 7, 2019

Proposal No: 1

The Union proposes the following deletion:
Side Letter 6.11 – Fish Habitat Assistant

~~A. Pursuant to side letter 6.11 of the preceding MOU, CalHR conducted a classification study for the establishment of a Fish and Wildlife Specialist (Lead) classification. Upon completion of the study, CalHR, on May 29, 2012, approved the exceptional allocation request from the Department of Fish and Wildlife to employ the classification of Fish Habitat Assistant at the department's fish hatcheries. Pursuant to that approval, the department has been authorized to test and recruit in that regard.~~

~~B. Within 180 days of ratification of this Agreement, the State and the Union shall meet to review the exceptional allocation and to determine if an alternative long term solution should be pursued. In the event that specification modifications are recommended for a current Bargaining Unit 11 classification or a new Bargaining Unit 11 classification is proposed, the Union shall be notified in accordance with section 14.1 of this Agreement.~~

*T/A 4:55PM
08/07/19
Brad Wilk
Carmelita*

*Alto Maltf
Ruth Bohin
Hann J. [Signature]*

*T/A 4:55pm
08/07/19
[Signature]
[Signature]
[Signature]*



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 7.17 – Activation of Correctional Treatment Centers (CTC's)

Except as directed by the courts, the provisions of the CDCR/SEIU Local 1000 agreement regarding activation of CTC's (June 99) shall continue during the term of this Agreement. CDCR and SEIU Local 1000 shall, upon request of either party, meet and confer over the impact of court directives.

CTC Activation Agreement

1. CDCR management agrees to provide training to CTC RNs who are involved in the Keyhea process and updates annually, if needed. It is understood that this training may be provided on an on-the-job basis.
2. CDCR management agrees to offer training in sexual assault to CTC RNs assigned to the Emergency Room. The training shall include the following:

*TA @ 2030
Union
K. Cawant
M. S. Joff
M. S. Joff*

*Tony Judson
Dir. Steadman
M. S. Joff*

*State
[Signature]
[Signature]
[Signature]*

- Psychosocial Aspects
- Physical Assessment Techniques
- Legal Aspects
- Evidence Collection

It is understood that this training may be provided on an on-the-job basis. SEIU Local 1000 will be provided a copy of the training program within thirty (30) days of completion.

3. CDCR management agrees to offer training in treatment of pepper spray patients to newly hired Registered Nurses who will respond to emergencies. It is understood that this training may be provided on an on-the-job basis.
4. Unit 17 nurses assigned to Standby Emergency Medical Services (SEMS) shall be given twenty-four (24) hours of on-the-job practical trauma training or Basic Trauma Life Support training based upon a nationally recognized curriculum. Training will be on State time and at State expense. An employee assigned to the first (1st) or third (3rd) watch may have his/her shift

TA @ 2030
 Union
 L KD
 W
 MB
 Tz
 DS
 MK

State
 [Handwritten signature]

adjusted to coincide with the time of the course. The Health Care Services Division (HCSD) will endeavor to develop the training program within six (6) months. CDCR will attempt to implement the program within twelve (12) months. SEIU Local 1000 shall be given a copy of the training program sixty (60) days prior to its implementation.

5. The State agrees that Advanced Cardiac Life Support (ACLS) is not required as a condition of employment for RNs working in the CTC. Should CDCR management determine that in the future, ACLS training will be required for RNs, the Union will be notified, and this provision shall be reopened at SEIU Local 1000's request to meet and confer over this provision.

Prior to requiring the performances of ACLS procedures, management agrees to provide standardized procedures and competency validation process.

6. Management will staff the CTC's in accordance with the guidelines found in Title 22.

TA @ 2030
Union

KA

W

MB

T2

DS

MK

State

7. Bargaining Unit 17 RNs shall not provide dietary services other than meal serving, patient feeding, and food tray pick-up unless an emergency condition exists, or as otherwise provided in the CTC policies and procedures.

TA @ 2030
Union
K. Cant
M. [unclear]
W. [unclear]
Tony Zuber
D. Steidman
MK

Star
H. [unclear]
J. [unclear]
O. [unclear]
M. [unclear]



Union Proposal

Bargaining Unit 1

Date 8/7/2019

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 8.1 – EDD Tax Tools October 19, 2000

The Employment Development Department (EDD) Field Audit Compliance Division (FACD), Audit Program Tax Administrators I, EDD Tools Package agreement of October 19, 2000 was revised by management in 2014.

TA SETU Local 1000

808
 James Zous
 Karen
 Jean D. Coy
 John
 R.P. Miller
 Charles H. Allen
 John
 Mel
 Hill
 April L. Bryan
 Harry
 Brent
 David
 Nelson

Wendy
 O'Malley
 Russell
 Mark

(TA) State 8-7-19

S. 15 pm
 Paul
 S. Sub
 Susan
 Angelique
 Kelly
 7/22/2019 2:13 PM
 Lisa



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 10.1 – INTENTIONALLY EXCLUDED

TA SEIU Local 1000

James Zues
Esreen
Clara
Jon D. Coy
John C. Moore

Joseph Phillips
Carolynn Allen
Joey Williams
Neal O'Leary
Walt

Shelby Byers
Harry Price
Brendy Mott
Karen Devoll
Dilou Bonner

Wanda Hill
McCrory
Russell Johnson
Mark J. Fed

State
TA
7.29.19 2:06 PM
[Signature]
K.S. Sel

[Signature]
Susan Danay
Key Dickson

[Signature]
Watson
[Signature]



Union Proposal

Bargaining Unit 4

Date 7/30/19
@ 10:23 a.m.

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 10.4 – California Environmental Protection Agency (CalEPA) Agreement dated October 2000

The October 2000 Agreement between the State and the Union regarding the CalEPA headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

BW4
Karen Jeffers
Mandi Brown
JE Alvaray
Tasha Greene
Lenny Day
Duffell
~~_____~~
2/4/19

TA - 7/30/19
@ 10:23 a.m.
Steven Ulman
Ripley 7/30/19 @ 10:23
A. Baldwin-Swift



Union Proposal

Bargaining Unit 1

Date 8/7/2019

Proposal No: 2

The Union proposes the following language:

Side Letter 11.1 – The CalPERS Telework Program

Agreement Dated February 2, 2000

The parties acknowledge that the CalPERS Telework Program will be updated during the terms of this Contract, and until a new agreement is reached, the CalPERS Telework Program agreement dated February 2, 2000 shall remain in effect.

TA SEIU Local 1000

James Zos
[Signature]
Shirley L. Byers
Brenda Mott
[Signature]
Carajia Alfo
Jean D. Coy
Kathleen Bonner
John [Signature]
Russell Johnson
[Signature]
Karen DeWolfe

Joy R Phillips
[Signature]
Tyrone Wheeler
[Signature]
[Signature]
Harry Price

TA State 8-7-19
4:20 PM

[Signature]
SSA
[Signature]
Susan Davay
Kelly Dickson
Angela Bette
[Signature]

8/7/2019 11:00 AM



921 pm 8/28/19
TA

Union Proposal
Master Table

Date _____

6:22 pm
8/28/19

Kristen Rodriguez
Proposal No: 1
Patt

The Union proposes the following language:

Side Letter 12 – Public Employee Communication

The Public Employee Communication agreement dated April 5, 2018 shall remain in effect.

Ugo Walker

State
Lisa Mancini

807
Alexis
Robert

Neeraj

Myel Carle
Edward

TRIM

Brodwell

Karen Jeffs

Brooke Keener

[Signature] 14
Name *Blito* 12/20/19

[Signature]
[Signature] *Moey*
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]



Union Proposal
Bargaining Unit 1
Date 8/7/19

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 12.1 – California Environmental Protection Agency (CalEPA) Agreement dated October 2000

The October 2000 agreement between the State and the Union regarding the CalEPA headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

TA SEIU Local 1000

James Zues
John Wilson
Jean D. Coy
Harry Fice
Jay Winkle
Walt

Stacey
Brendy Mitt
Wendy
Karen Dreyfoll
Russell Johnson
Michelle P. Fall

2:34 PM

Ashli L. Byars
Dalores Branner
T.R. Phelan
Caratye M. Hill
McCray

TA State
8-7-19
John G.
S. S.
G. Bette
Susan Dawey
Cris
W. S. C.
Walt



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #15

The parties recognize that during the term of this Agreement
Departments/Agencies names may change and may be
modified in this Agreement accordingly.

Handwritten signatures: ugwael, [unclear]

Handwritten signature: Karen Jeffs

Handwritten signatures: Brad Allen, Robert [unclear]

Handwritten signature: Margaret [unclear]

Handwritten signature: Sharni

Handwritten signatures: Abdul [unclear], Sharni

*8/19/19
11:55 AM*

JA (circled)

State

Large handwritten signature

5/8

Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature: Donna Hudesky

Handwritten signature

Handwritten signature

Handwritten signature: Cecilia [unclear]

Handwritten signature

5/8/2019 2:32 PM

Handwritten signature: Mary [unclear]



Union Proposal

Bargaining Unit 1

Date 8/7/19


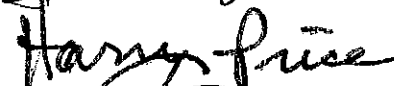







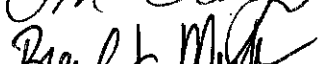

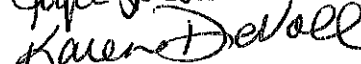

Proposal No: 1




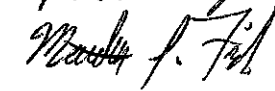
The Union proposes the following rollover language:


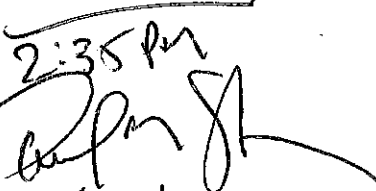
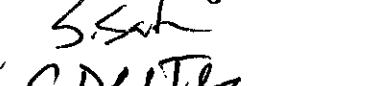
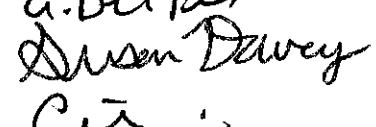
Side Letter 16.1

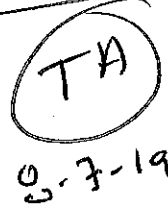
Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

TA SEIU Local 1000


 James Zues

 Harry Frice

 Jean D. Coy

 Nell

 Sheli L. Bygones

 Neal
~~Alleen~~

 John C. Williams

 R. Phillips

 McCray

 Brent

 Joyce

 Karen Devore

 Dalton Bonnen


 V. Smith

 Carole M. Allen

 Russell Johnson

 M. F. Fish


 Stanek
 2:35 PM

 Stanek
 S. Sak
 A. DeTos
 Susan Dewey

 C. Smith

 Kelly DeBos


 TA
 8-7-19



T/A
8/21/19
11:08 AM

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 16.3

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

Handwritten signatures:
Neil
Mason
Chris
Chris

STATE

Handwritten signatures:
Guy
Karl
Zig



Union Proposal
Bargaining Unit 4

Date 7/30/19
@ 10:23 am.

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 16.4

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

BU4
Handwritten signatures and notes on the left side of the page, including a large signature that appears to be 'Mendi...' and another signature below it.

TA - 7/30/19
@ 10:23 a.m.
Handwritten signatures and notes on the right side of the page, including a signature that appears to be 'R. W. ...' and another signature below it.

08/16/19
2:38 pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 16.11

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

UNION
T/A
08/16/19

T/A 08/16/19
2:40 pm

Brad Willis
Ann Hutson
Patrick Shinn
Albert Mankin
[Signature]

[Signature]
IP
[Signature]
[Signature]
[Signature]



Union Proposal

Bargaining Unit 14

Date 8/6/19

3:30 pm

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 16.14

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

TA SEIU Local 1000

Robert J. Jara
Edward Page
Russell Phauji

TA 8/6/19
3:30

Stacy Mivam de
Baldwin-Swain
Bernie J. Wolk
Wilia E. Frenwald
Alan B. B...



Union Proposal

Bargaining Unit 15

Date 8/2/19

@ 11:45

Proposal No: 1

SBIU 1000

~~Ma & Kate~~
Jon
ap
Headboard
2/1/1

The Union proposes the following rollover language:

Side Letter 16.15

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

T.A. 8/2/2019 11:45AM

Stacy Sullivan
[Signature]

[Signature]
Maggie Gray



Union Proposal
Bargaining Unit 17

Date 07/30/19

Proposal No: 1

TA 1:46pm

The Union proposes the following rollover language:

Side Letter 16.17

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

UNION
~~X~~ *Cavart*
Monessa
Winters
Troy
Dan Stenderson
MJ

Stette
Hilda Herrera
Arj
[Signature]
[Signature]
Jessie Stettin



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TH
SEIU 1000
7/29/19
@1500

The Union proposes the following rollover language:

Side Letter 16.20

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

[Handwritten signatures]
Karen Franklin
WJ
Patricia Ayner
Steve Chiles
M J L

[Handwritten signatures]
Steve
Hilda
Joe
Annette
[Signature]
[Signature]
A



T/A
8/21/19
11:09 AM

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 17.3

Within sixty (60) days of ratification of this Agreement, the Union and CalHR shall meet to update the salary schedules applied to all Unit 3 Academic Teachers and Vocational Instructors employed by the California Department of Corrections and Rehabilitation.

T/K
Suzanna Knapp

Maurice [Signature]

Marian [Signature]

[Signature]
Chris [Signature]

STATE

Greg [Signature]
Kurt [Signature]

[Signature]

[Signature]
[Signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #18 - Contract Completion

If any existing Contract language was not rolled over, the parties will meet and rollover the language.

[Handwritten signatures]

Karen J...

Brad Wilkes

[Handwritten signature]

[Handwritten signatures]

8/19/19 11:57am
Stok

(19)

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

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[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



TA 9:37 PM
8/28/19

Union Proposal
Master Table

Date _____

Proposal No: 2

TA

The Union proposes to ROLLOVER the following language:

Appendix N

Appendix 1.17 – Departmental Approved Courses
and Application Procedures for Educational
Differential

CALIFORNIA DEPARTMENT OF CORRECTIONS AND
REHABILITATION, DJJ

A. Programs

1. Courses included in programs leading to A.D.N., B.S., B.A., M.A., or Ph.D. in nursing, sociology, psychology, management or administration that are obtained after being employed as an RN II.
2. Courses included in programs leading to "Expanded Practice" credentials (see California Nurse Practice Act), such as
 - a. Nurse Practitioner
 - b. Certified Emergency Nurse

UNION
[Handwritten signatures]

[Handwritten signatures]

[Handwritten signatures]

3. Teaching credential courses

4. University of California Human Services Certificate Programs

B. Specific Courses

Upper Division Physical or Behavioral Sciences

Technical Writing

Medical Records Documentation

Statistics

Computer Sciences

Time Management

Stress Management

Supervision/Management

Human Sexuality/Sex Education

Psychiatric Nursing

Rehabilitative Nursing

Neurological/Neurosurgical Nursing

Orthopedically Handicapped Nursing-directly related to activities of daily living

Abnormal Psychology

Psychiatric Treatment Modalities:

Behavior Modification

Reality Therapy

MA
KE
MB
Tz
DS
M

Sfente
HH
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ST
S

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a

MK
re
MB
T
PS
S
HA
W
S
L

Transactional Analysis
Assertive Discipline
Pharmacology
Crisis Intervention
Group Dynamics
Family Therapy (child abuse, family in crisis, problem families)
Diabetic Care and Control
Substance Abuse
Patient Teaching
Ethnic/Cultural Sociology (including deaf/blind)
Legal Aspects of Nursing
Medical/Nursing Ethics
Interpreting Laboratory Reports
Growth and Development
Genetics
Physical Assessment
Psychological Assessment
Hearing and Speech Disorders
Screening Procedures (sickle cell, scoliosis, hypertension)
Audiology
Vision Testing
Sports Injuries

MK

FE

MB

Tz

DS

MS

State

of

California

Department of Corrections and Rehabilitation

Nutrition

Respiratory Therapy

Infection Control

Leadership Training

Suicide Prevention

Neurosciences

Advanced Cardiac Life Support

Critical Care Core Curriculum

Burn Care

Emergency Room Nursing

Oncology Nursing

Second Language, e.g. Spanish, up to 6 units

The Criminal Justice System, up to 4 units

C. Courses must have been completed after September 1, 1984 to qualify.

State of California

Department of Corrections and

Rehabilitation

Institution:

Address:

MK
KC

MB

TZ

DS

MB

APPLICATION FOR EDUCATIONAL DIFFERENTIAL FOR REGISTERED NURSE II

Name: _____

Date: _____

Address: _____

Social Security

#: _____

Work Phone: _____

Courses:

Units:*

Course Number	Course Title	School	Semester	Quarter
1.				
2.				
3.				
4.				
5.				
6.				

Total

Units

x1

x2/3

*Each semester Unit = 1
Each quarter unit = 2/3 of
a semester unit

Official transcript must be sent from each college or university for which qualifying

gato
MB
TZ
DS
MB

units are listed.

The transcript must be mailed from school to the Chief of Nursing Service at the institution to attach to the application.

MK
TE
MB
TE
DS
MS

Signature of Applicant

Date

Approval: Chief, Nursing Services

Date

Approval: Chief, Health Services

Date

State
WJ
W
ZJ
A

PROCEDURE FOR APPLYING FOR RN II EDUCATIONAL DIFFERENTIAL

Provided for in Section 11.58.17 of Bargaining Unit 17 MOU.

MK

Ke

MB

Tz

DS

M

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1. Submit completed application to Chief of Nursing Service at your institution making sure that courses listed meet the requirements stated for eligibility.
2. Chief of Nursing Service reviews with employee that eligibility requirements are met.
3. Applicant arranges for college or university to mail official transcript to the Chief of Nursing Service.
4. Official transcript is reviewed by Chief of Nursing Service to establish courses do meet criteria and applicant successfully completed course.
5. Chief of Nursing Service signs and dates approval and then sends application with attached official transcript to Chief, Health Services, Sacramento, California for final approval.
6. When final approval made, the signed application is returned to Chief of Nursing Services at local institution to submit to Personnel Office for the salary increase (\$50.00 per month).

State of California

Department of Corrections and Rehabilitation, DJJ

PERSONNEL UNIFORM PROCEDURES	Number DRAFT
Subject Education Differential Pay Unit 17 and Excluded Employees	Date Issued 6/12/03

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EFFECTIVE: July 1, 1985

BACKGROUND

Pay Differential #43 provides for the payment of \$50.00 per pay period to employees in specified classifications meeting the listed criteria.

Courses established by the Department of Corrections and Rehabilitation, DJJ as meeting this criteria are:

- Courses included in programs leading to AND, Associate of Arts, Bachelor of Science, Bachelor of Arts, MA, MS or PHD in nursing, sociology, psychology, management or administration.

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- Courses leading to “expanded practice” credentials, for example, Nurse Practitioner, school nursing and emergency nursing.
- Courses improving job-related skills such as:
 - Nursing care skills
 - Medical related technology
 - Health promotion and prevention of disease
 - Management, supervision, records and reporting
 - Therapies
 - Behavioral
 - Social
 - Psychological
 - Special patient situations
 - Language
 - Understanding criminal personality
 - Substance abuse
 - Electronic medical records skills training

PROCEDURES

Employee: Submit copy of transcripts indicating completion

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Chief Medical Officer:

of appropriate coursework to Chief Medical Officer.
Review transcript for completion of appropriate coursework. If coursework complies with courses approved by the Department, approve transcript and forward to Personnel Office. If coursework does not comply with course approved by the Department, disapprove transcript and return to employee with cover memo explaining decision.

Personnel Office:

Upon receipt of approved transcript from Chief Medical Officer, review pay differential #43 and determine if employee's classification qualifies for payment. If appropriate, process request for payment using code 9N effective with the pay period in which the transcript was received in the Personnel Office from the Chief Medical Officer. Payment cannot be locked in on Personnel Action Request (PAR) therefore, payment must be requested each pay period.

DEPARTMENT OF DEVELOPMENTAL SERVICES

Lanterman Developmental Center

Lanterman Developmental Center

Administrative Directive

Personnel – 346: Educational Differential for Registered Nurses

Approved: Originally Signed by

Lou Sarrao, Executive Director

June 15, 2001

THIS IS A NEW DIRECTIVE

POLICY

Educational Differential is proved to Registered Nurses Range B, and Health Services Specialists who successfully complete the equivalent of 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 \$50.00 per month.

QUALIFICATION FOR EDUCATIONAL DIFFERENTIAL

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2.1	Candidate must be in a permanent position to be eligible for Educational Differential.
2.2	Candidate must be at the level of Registered Nurse Range B or Health Service Specialist (HSS) to be eligible for Educational Differential.
2.3	Fifteen qualifying semester units or 23 qualifying quarter unit of job-related courses in an accredited college or university are required for Educational Differential.
2.3.1	Only units completed within the previous five years shall qualify towards education differential.
2.3.2	The candidate's transcripts must show a letter grade of "C" or better for each qualifying course or a ranking of "Pass" in a Pass/Fail ranking.
2.3.3	A current list of qualifying courses is available in the Training and Staff Development Office.

RESPONSIBILITY

3.1	Applicant
3.1.1	Obtain the list of qualifying coursed from the Training

	and Staff Development office.
3.1.2	Arrange and pay charges for official transcripts of college credits to be mailed directly to the Director of Training and Staff Development.
3.2	Director of Training and Staff Development
3.2.1	Maintain a current list of approved college courses and subject areas.
3.2.2	Discuss with applicant the college unit requirements and courses needed.
3.2.3	Determine whether the applicant's college units qualify.
3.2.4	Notify applicant if requirements are not met.
3.2.5	Forward approved transcripts to Coordinator of Nursing Service for approval.
3.3	Coordinator of Nursing Services
3.3.1	Review and approve transcripts.
3.3.2	Forward approved transcripts to Personnel Services for processing.

REFERENCES

Unit 17 Collective Bargaining Agreement

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BU 17 – Education Differential (Accepted courses)

1. Human Sexuality
2. Cardiac Nursing
3. Sex Education
4. Psychiatric Nursing
5. Crisis Intervention
6. Human Genetics
7. Growth and Development
8. Substance Abuse
9. Medical Electronics
10. Interpreting Laboratory Test Results
11. Respiratory Therapy
12. Pharmacology
13. Nursing and the Law-Legal Aspects and Legislation
14. Medical/Nursing Ethics
15. Gerontology
16. Physical Assessments
17. Upper Level Physical Behavioral Science Courses
18. Principals of Nursing Supervision and Management

19. Courses related to working with the Developmentally Disabled Client
20. Client Stress Management
21. Pediatrics Nursing
22. Communication skill courses for Client Care such as:
Signing, Spanish
23. IV Therapy
24. E.R. Nursing
25. Terminally Ill Patient Care
26. Oncology Nursing
27. Statistics
28. Any nursing units required in the Nurse Practitioner Course Program
29. Any nursing units included in the ES, MS or Ph.D. Nursing Degree Program
30. Infection Control
31. Rehab Nursing – Ortho – PM/R
32. Technical Writing Care Plans, Medical Protocols and Procedures

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Fairview Developmental Center

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Education Differential (Accepted courses)

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Registered Nurse, Range B

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Health Services Specialist

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Supervising Registered Nurse

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Unit Supervisor

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1. Human Sexuality

Storbe

2. Cardiac Nursing

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3. Sex Education

4. Psychiatric Nursing

5. Crisis Intervention

6. Human Genetics

7. Growth and Development

8. Substance Abuse

9. Medical Electronics

10. Interpreting Laboratory Test Results

11. Respiratory Therapy

12. Pharmacology

13. Nursing and the Law-Legal Aspects and Legislation

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14. Medical/Nursing Ethics
15. Gerontology
16. Physical Assessments
17. Upper Level Physical Behavioral Science Courses
18. Principals of Nursing Supervision and Management
19. Courses related to working with the Developmentally Disabled Client
20. Client Stress Management
21. Pediatrics Nursing
22. Communication skill courses for Client Care such as:
Signing, Spanish
23. IV Therapy
24. E.R. Nursing
25. Terminally Ill Patient Care
26. Oncology Nursing
27. Statistics
28. Any nursing units required in the Nurse Practitioner Course Program
29. Any nursing units included in the BS, MS or Ph.D. Nursing Degree Program
30. Infection Control
31. Rehab Nursing – Ortho – PM/R

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32. Technical Writing Care Plans, Medical Protocols and Procedures

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33. Supervisory/Management Related Courses

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Minimum 9 units required for RN III and Unit Supervisor as approved by the CNS or CD.

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Sonoma Developmental Center

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Education Differential (Accepted courses)

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1. Upper division Nursing Courses, i.e., Cardiac, Psychiatric, Pediatric Nursing

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2. Crisis Intervention

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3. Human Genetics

4. Substance Abuse

5. Interpreting Laboratory Test Results

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6. Pharmacology

7. Nursing and the Law-Legal Aspects and Legislation

8. Medical/Nursing Ethics

9. Gerontology

10. Physical Assessments

11. Upper Level Physical and Behavioral Science Courses

12. Principals of Nursing Supervisor and Management

13. Courses related to working with the D.D. Client

14. Statistics

15. Any nursing units required in the Nurse Practitioner
Course/Program

16. Any nursing units included in the BS, MS or Ph.D. Nursing
Program

17. Rehab Nursing – Ortho – PM/R

18. Technical Writing Care Plans, Medical Protocols and
Procedures

Also courses that meet Supervision/Management requirements:

1. Supervisory/Management principles and practices

2. Written communication in organizations

3. Oral communication in organizations

4. Effective meetings

5. Excellence I the workplace

6. The Hiring process

7. Organizational behavior

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8. Supervisory management problems

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Sonoma Developmental Center

APPLICATION FOR EDUCATIONAL DIFFERENTIAL

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RN RANGE B, SUPERVISING RN (SRN), SURGICAL NURSE I, SURGICAL NURSE II, HEALTH SERVICES SPECIALIST (HSS) UNIT SUPERVISOR

FIFTEEN (15) UNITS

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COURSE WORK MUST BE COMPLETED WITHIN THE LAST 5 YEARS. COURSE WORK MUST BE UPPER DIVISION (4 YR. COLLEGE/UNIVERSITY).

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UNIT SUPERVISOR: NINE (9) OF THE FIFTEEN (15) UNITS MUST BE COMPLETED IN SUPERVISION/MANAGEMENT RELATED COURSE WORK.

NAME: _____

POSITION: _____

NAME ON TRANSCRIPT, IF DIFFERENT FROM ABOVE:

PRESENT ASSIGNMENT: _____ PROGRAM: _____

RESIDENCE: _____

LIST COURSES THAT YOU FEEL MEET QUALIFICATIONS:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____

SIGNATURE: _____

DATE: _____

PLEASE SEND OFFICIAL TRANSCRIPT TO:
 SONOMA DEVELOPMENTAL
 CENTER
 TRAINING OFFICE

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P.O. BOX 1493
ELDRIDGE, CA 95431

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ARNOLD WILLIAMS RN,
PNED X6704

BU 17 – RANGE B & C PROGRAM

Approved Job-Related Courses. (Suggested course titles – others
can be approved by QRP)

NURSING RELATED COURSES

Pathophysiology for Nurses

Concepts in Health Aging

Professional Transition

Professional Nursing Roles

Statistics

Health Assessment

Health Appraisal

Health Care Systems, Policy & Finance

Health Assessment in Advanced Nursing Practice

Health Care Finance and Quality Management

Organization Theory and Design

Human Resources Management
Management Skills
Population-Based Community Assessment, Planning and
Partnership Development
Introduction to Epidemiology
Teaching Strategies for the Health Care Client
Concepts of Complex Clinical Nursing
Community Based Nursing
Concepts in Community Health and Home Health Nursing
Advanced Pharmacology
Pathophysiology Basis of Disease for Advanced Practice Nurses
Assessment and Management of Family Health Care
Advanced Pathophysiology
Theories Foundations of Nursing Practice
Leadership and Health Care Economics
Leadership and Clinical Management
Advanced Clinical Nursing for the Nurse Practitioner
Nurse Practitioner Role in Primary Prevention
Nurse Practitioner Role in Secondary Prevention
Roles in Advanced Practice Nursing
Secondary Prevention Pediatric Nurse Practitioner
Secondary Prevention Geriatric Nurse Practitioner

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Nurse Practitioner Role in Tertiary Prevention

Nurse Practitioner Role in Tertiary Prevention – Pediatrics

Geriatric Nurse Practitioner Role in Tertiary Prevention

Human Diversity and Health Care

Health Teaching

Life Cycle

Biochemistry

Professional Collaboration Nursing Practice

Principles of Leadership/Management in Nursing

GERIATRIC COURSES

The Journey of Adulthood

Women and Aging

Images of Aging in Contemporary Society

Psychology of Aging

Heritage and Aging

Health Issues of Aging

Resource Management of Aging

Social Services for the Aging

Mental Health and Aging

Alzheimer's Disease

Caregiving/Home

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Death and Dying

Aging in America: Politics and Change

Biophysical Aspects of Aging

Communication and Aging

Multiculture/Aging

Social Gerontology

PUBLIC HEALTH CARE & ADMINISTRATION

Environments of Public Administration

Analytical Methods in Administration

Program Evaluation

Contemporary Issues in Health Care Management

Managed Health Care

Public Health Administration

Non-Profit Management

Grantsmanship and Financial Development

Administrative Law

Administration in Multicultural Settings

The Disabled in America

Seminar in the Administration of Justice

Public Human Resources Administration and Labor Relations

Finance and Budgeting

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Health Policy and Analysis

State, local and Intergovernmental Management

Graduate Survey of Public Policy & Administration Public

Management and Organizational Change

Legal and Ethical Issues in Health Care

Public Policy and Analysis

COLLEGE – CERTIFICATE COURSES FOR CAADAC AND
CAADE*

Introduction to Human Services

Introduction to Alcoholism and Substance Abuse

Ethics and Human Service Worker

Basic Interviewing and Counseling Skills

Introduction to Counseling and Multicultural Population

Psychopharmacology & Alcohol & Drug Abuse &

Psychotherapeutic Medication

Understanding Psychopathology and Treating the Dual Diagnosis

Person

Counseling Approaches and Techniques

Group Counseling Strategies

Group Counseling Process

Case Management

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Internship for Mental Health /Substances Abuse Care

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*California Association Alcohol Drug Abuse Counseling (CAADAC)
California Association Alcohol Drug Educator (CAADE)

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DEPARTMENT OF EDUCATION

College Courses – Registered Nurse II Education Differential

1. Degrees – courses leading to AA, BS, MS Phd degrees in nursing.
2. Credentials – courses included in the following credential programs:
 - Nurse Practitioner
 - School Nursing
 - Emergency Nursing
3. Certificate program – courses offered by UC, leading to Human Services Certificate.
Courses offered in items 1, 2, and 3 cover a wide range of classes. Only job-related courses will be approved.
4. Specific subject area courses:
 - Abnormal Psychology
 - Audiology

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Behavioral Disorders of Children
Computer Sciences
Crisis Intervention
Diabetic Care and Control
Ethnic/Cultural Sociology (including deaf/blind)
Family Therapy (child abuse, family in crisis, problem families)
Genetics
Group Dynamics
Growth and Development
Handicapped Child Care
Hearing and Speech Disorders
Human Sexuality/Sex Education
Infection Control
Interpreting Lab Reports
Leadership Training
Legal Aspects of Nursing-Legal responsibility
Medical Nursing Ethics
Medical Record Keeping
Neurological Nursing –Neurological Handicapped, care of
Handicapped Child Care
Nutrition

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Orthopedically Handicapped-course directly related to care and activities of daily living

Patient Teaching

Pediatric Nursing

Pharmacology

Physical Assessment

Play Therapy

Problems of Adolescence

Psychiatric Nursing Psychiatric Treatment Modalities:

e.g. Behavior Modification

Reality Therapy

Transactional Analysis

Assertive Discipline

Recent Advances in Pediatric Medicine

Rehabilitative Nursing

Respiratory Therapy

Screening Procedures – e.g., sickle cell scoliosis

Second Language – Spanish

Sign Language – beginning, intermediate, advanced interpretation

Sport Injuries

Statistics

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Stress Management

Substance Abuse

Supervision

Technical writing – e.g., reports, protocols and procedures, care plans, grant applications

The Asthmatic Child

The Autistic Child

Time Management

Upper division Physical Behavioral Sciences

Vision Testing

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DEPARTMENT OF EDUCATION
RN II EDUCATION DIFFERENTIAL

Name:

Class: Registered Nurse II

State Special School:

Course Title:

Units:

Course Content:

College or University:

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Approval:

Immediate Supervisor

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Approval:

Superintendent

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Attachment: Copy of Transcript

cc: Personnel Assistant

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DEPARTMENT OF MENTAL HEALTH
Atascadero State Hospital
RN EDUCATIONAL DIFFERENTIAL
BARGAINING UNIT 17

Registered Nurse Range B, Surgical Nurse I and II, and Health Services Specialists who successfully complete the equivalent of 15 qualifying semester units of collegiate level job-related courses in a college or university of recognized standing shall

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be given an educational differential of \$50.00 per month. Only courses on the lists established by each department for implementing this provision will qualify toward this differential.

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Upon request of the employee, each department employing RN Range B, Surgical Nurse I and II, and Health Services Specialists shall make available to all current and new Unit 17 employees a copy of the lists of those courses which qualify for this differential.

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Only courses completed within the previous five years shall qualify towards educational differential.

The educational differential shall not be considered as "compensation" for purposes of retirement contributions.

The State may add courses to the qualifying list at its discretion.

The 15 qualifying units must be taken from the following list:

1. Any required course which might lead to an AA, BA, BS, MA, MS, or Ph.D.

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2. Human Services Certificate Program courses.
3. Courses in an expanded practice Act, in the following
 - a. Nurse Practitioner
 - b. Emergency Room Nursing
 - c. Public Health Nurse
4. Adult Education Teaching Credentials Program
5. Upper Division Physical Science
6. Upper Division Behavioral Science
7. Technical Report writing
8. Medical records keeping
9. Statistics
10. Computer Science
11. Stress management
12. Supervision
13. Management
14. Hospital management
15. Human sexuality
16. Sex education
17. Psychiatric nursing
18. Abnormal psychology

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19. Gero psychiatric nursing
20. Gerontology nursing
21. Crisis intervention and theory
22. Substance abuse
23. Grief and loss
24. Strategies in psychosocial nursing
25. Family therapy
26. Group dynamics
27. Psychology of intervention techniques
28. Ethnic/Cultural
29. Sociology
30. Legal aspects of nursing.
31. Forensics – criminal justice
32. Medical ethics
33. Pharmacology
34. Interpreting lab results
35. Growth and development
36. Human Genetics
37. Physical assessment
38. Cardiac care.
39. Rehab nursing
40. Respiratory nursing

- 41. Leadership training
- 42. Spanish

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Please submit a copy of your transcripts and request to:

Debbie Marks-Molfino

In-Service Training Center

If you have any questions, please call Debbie at (805) 468-2211.

Checklist for appointments

Complete all required items on ROSTER and POSITION CARDS (STD. 608, 611)

_____ Leave Accounting System Information or Leave Record Card (if applicable)

_____ Make Rolodex card (_____ Shift and RDO assignment sheet)

_____ Enter on Form 672, Attendance Report

_____ PAR and EAR, date keyed _____ date mailed _____

_____ Label OPF, set up categories with clips and place with the active files

_____ Licensed Employee? Make sure there is a copy of their license in the OPF.

_____ Manager, Supervisor, Confidential or Excluded employee?

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- 1. Give employee "Compensation Plus" Packet
(have them sign cover page, copy and put in OPP)
 - 2. Give employee Co-Ben information
Annual Leave (copy of letter to employee and file)

 - Optional for BU 7, 12, 13, 14, 16, 17, 18, 19, 20 and excluded
Retirement Info (copy of letter to employee and file)

 - If EE requests: give option booklet (PERS-PUB-52) to
employee, have ee sign page 1, mail notice to PERS, and make
copy for OPF

 - Eligible for Health, Dental, Vision (copy of letter to employee and
file)

 - 1. Eligible if appointment exceeds 6 months & time base is 1/2
time or more.
 - 2. Memo to employee, if newly eligible.
 - 3. CoBen information to BU 7, 16, 18, & 19 (CoBen has no
waiting period for
Delta)

 - Additional Position?
Copy of approval letter or Work Assignment Form from current
primary position supervisor to OPF.

 - Reduction of time base to less than 1/2 and enrolled in Medical
Reimbursement Account?
Refer to Benefits Specialist for COBRA notification

 - Transfer?
1. PROFS/FAX previous agency, if needed.

2. Check file for any required health benefit documentation -
obtain if necessary

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PSS Name:

Work Area:

Employee Name:

Position Number:

Effective Date:

Classification:

Salary Rate:

Range (if other than Range A):

Certification No. (For A01
Appt.):

List Type:

Cert Clearance sent to SPB:

Fingerprints Cleared:

Tenure:

Timebase:

Attachments:

Appointment

Miscellaneous Change Code:

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Code:

Length of

Probation:

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CBID:

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Alternate Range Criteria

(Information from the Payscale)

540S#

607#

(revised 3/2003)

Salary Determination Form

Name:

Work Area:

Effective Date:

#:

Current Classification

#:

New Classification

Type of Salary Determination and Salary Rule:

MSA/SISA

599.638 OR 599.585

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	See Alternate Range Criteria
Range Change	for Salary Rule
	599.573 or 599.674 or
List Appointment	599.675 or 599.676
Transfer to Another	599.674 or 599.675 or
Class	599.676
Reinstatement	599.677 or 599.678

Use the California Civil Service Payscale – Pages 6.0 – 6.7 & 10.0 – 10.2 to aid in computing the salary determination to be made. (And whether special pays will be included in salary calculations.)

Determine MSA/SISA
Current Salary x 1.05 (5%) = New Salary

(Checkpoint: Is this new Salary within the salary Range? If not, you may have to adjust the new salary lower to meet the max or higher to meet the minimum.)

Determine Transferability Using Last A01 Appointment:

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_____ x 1.05 = _____ x 1.05 -\$1 = _____
 (From Max) Times 5% Equals one (times 5% (subtract \$1) (New max
 step again) may be no
 more than
 this amount.)

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Determine Salary Differential:	Salary differential	= Salary Regulation to use:
To Maximum	+ 0.0% to + 5.0%	= 599.674 (a)
From Maximum	+ 5.1% to + 9.9%	= 599.674 (b)
= Difference	- 0.1% to - 9.9%	= 599.674 (c)
/ Lower Maximum	-10% or more lower	= 599.675
% (range difference)	+ 10% or more higher	= 599.676

Determine New Salary:

Current _____ x 1.05 = _____
 Salary _____ or _____
 Current Salary _____ = _____

- () Less than 5%, employee may qualify for accelerated MSA.
- () 5% or more, employee receives a new anniversary date.
- () HAM class -- Hiring above minimum authorization for class or individual.
- () Recruitment and Retention-Item 351 on PAR: Earn, ID: _____ Amt: _____
- () Plus salary-See Payscale section 5 for assistance in calculating adjustments.
- () Other special pays-See MOU and Payscale to determine eligibility. List: _____

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PSS: _____ Date Completed: _____

REQUEST FOR PERSONNEL ACTION
PERSONNEL TRANSITION REQUEST PROCESS

ORIGINATOR
COMPLETE A, B, CD, & D
FORWARD REQUEST TO PERSONNEL

THEN:

PERSONNEL
RETURNS PROCESSED REQUEST TO ORIGINATOR

THEN:

ORIGINATOR
COMPETES E, F (FIRST LEVEL)
RETURNS COMPETED HIRING PACKET TO PERSONNEL

THEN:

PERSONNEL
NOTIFY ORIGINATOR OF SELECTION APPROVAL

DISTRIBUTION

1. WHITE – POSITION CONTROL ANALYST, LOG SHEET.
2. GREEN – POSITION CONTRAL ANALYST, FILE COPY.
3. CANARY – EEO OFFICER
4. PINK – RETURN TO ORIGINATOR.
5. GOLDENROD – ORGINATOR RETAINS.

Napa State Hospital

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Memorandum

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To: Applicant for RN Educational Differential Date:

May, 2003

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From: Napa State Hospital

Telephone: (707) 253-5258

2100 Napa Vallejo Highway

Napa, California

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Subject: APPLICATION PROCEDURES

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Attached you will find the following:

1. Guidelines Regarding Eligibility Requirements and Process for Requesting RN Educational Differential
2. List of Approved Subjects
3. Application for Educational Differential

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If you are ready to submit your application, please refer to the attached guidelines and to Administrative Directive #353.

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APPLICATION FOR RN EDUCATION DIFFERENTIAL

NAPA STATE HOSPITAL

Applicant Information

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Name	Work Location	Shift	Work Phone	Home Phone
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LIST THE TRANSCRIPTS YOU HAVE HAD SENT TO THE LABOR RELATIONS OFFICE:

_____ Dated: _____ Applicant Signature

APPLICATION FOR RN EDUCATIONAL DIFFERENTIAL
QRP DECISION:

_____ Approved _____ Not Approved _____ Date:

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

_____ Approved _____ Not Approved _____ Date:

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APPROVED SUBJECTS FOR RN EDUCATIONAL DIFFERENTIAL

REQUIRED: Applicants must have completed fifteen (15) acceptable units. At least nine (9) of the fifteen (15) required college units must be in one or more of the following subjects. The remaining six (6) credits may be in these subjects or may be selected from a list of "alternative subject areas" listed below.

Health Education

Principles of nursing supervision and management

Psychology

Sociology

Education

Anthropology

Mathematics

Foreign Language

Nursing

Humanities

Life Science

Forensics

Philosophy/Ethics

English

Nutrition

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ALTERNATIVE: Six (6) of your fifteen (15) credits may be from one or a combination of the following subject areas. The number in parentheses after each category is the maximum number of allowable credits in that category.

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Recreation Therapies (3)
Economics (3)
Performance Improvement (6)
Physical Education (2)
Supervision/Management (6)

Computer (6)
Political Science (3)
Guidance/Self Development (6)
Speech (6)

GUIDELINES REGARDING ELIGIBILITY REQUIREMENTS AND PROCESS FOR REQUESTING RN EDUCATION DIFFERENTIAL

The Executive Director will establish a Qualification Review Panel (QRP) which shall consist of the Employee Relations Officer and at least one registered nurse. The QRP will review the qualification of applicants for educational differential and approve or deny application.

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1. Qualifications Review Panel:

The QRP will meet monthly or as required. Responsibilities include:

- a. Maintains current list of approved subject areas.
(NOTE: this list, which is attached to this packet, does not list specific classes, as not all classes within a subject area may be considered job related. For example, a forensic class about introduction to penal code commitments may be acceptable, whereas a forensic class about arrest and firearms would not be.)
- b. Approves/disapproves courses for addition to list.
- c. Verifies successful completion of required units from transcripts.
- d. May establish minimum requirements for specific courses and/or may set maximum credits allowed for given coursework.
- e. Monitors application and review process.

2. Candidates:

- a. Candidates must be employed at Napa State Hospital in the classification of RN B, surgical Nurse I or II, Health Services Specialist, or Supervising RN.

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3. Unit Requirements:

- a. A list of approved job-related subjects is available through the Employee Relations office. Only approved courses shall qualify toward the differential.
- b. Credit given for courses taken to obtain RN licensure do not qualify toward the differential.
- c. Only courses with a grade of "C" or better, or the numerical equivalent of a "C" or better, are accepted in fulfillment of college unit requirements.
- d. Credit/no credit classes may be acceptable if verification of successful completion ("C/average" or better) is provided.
- e. Quarter units convert to semester units on a three (3) for two (2) basis.
- f. Qualifying courses must have been completed within the last five (5) years (determined by semester/year: e.g., class taken any semester in 1990 is good through 12-31-95).

4. Application Procedures:

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- a. Application packets are available in the Employee Relations Office and, after completion, are submitted to the Employee Relations Office.
- b. The applicant will have an official, sealed (unopened) transcript delivered to the Employee Relations Office.

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5. Timetables:

- a. Timetable for application approval/disapproval process to begin after completed application packed (including transcripts) is received by Employee Relations Office. QRP will review applicant's packet at the first meeting of the panel after receipt of all required information.
- b. Alternate range to become effective on first day of the pay period following approval by QRP.

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6. Appeal process:

- a. Written request for appeal will be addressed to the QRP (via Employee Relations Officer) within twenty (20) calendar days of notice of ineligibility.
- b. The appeal consists of a personal interview with the QRP and submission of any additional relevant information or material applicant wishes to offer.

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- c. The QRP will make a decision on the appeal and notify the applicant in writing within ten (10) calendar days of the decision.
- d. Final appeal will be to the Executive Director and must be requested in writing within twenty (20) calendar days of date of notice of QRP's appeal decision.
- e. Applicants who are otherwise eligible and are not granted the educational differential because they have not met the course requirements may re-apply immediately upon completion of appropriate courses.

Patton State Hospital

Memorandum

To: Registered Nurses, Range B Date: September 24, 2002
Health Service Specialist
Supervising Registered Nurses

From: Blanche Sherer
Telephone: (909) 425-7541

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Subject: Educational Differential (E.D.)

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Consistent with the language of the current agreement between the State and SEIU Local 1000, representing Bargaining Unit 17 (Ref: BU 17 Agreement, effective July 8, 2002 through July 2, 2003, Article 11 – Salaries, section 11.58.17 – Educational Differential and Department of Personnel Pay Scale, section 14.43 – Pay Differential, revised 8/31, Registered Nurses (Range B), Health Services Specialists, and Supervising Registered Nurses who within the past five (5) years have successfully completed 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.

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To receive the education differential eligible staff must:

Complete and return an application form to the Director of Human Resources. (Forms are available from the Program/Department office, CNS, or Human Resources).

Submit official transcript showing courses to be considered. The transcript must have an Official University Seal and that seal must not be broken. You may also have the college or University send a sealed transcript directly to the Human Resources Department. Only courses on the attached list qualify toward the fifteen (15) semester units for this differential. However, the State may add courses to the qualifying list at its' discretion. Only courses completed within the previous five years shall qualify towards the educational differential.

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The application will then be reviewed and approved/disapproved by the Program Director and then by the Coordinator of CNS and the PNED. The educational differential (E.D.) will become effective with the first pay period following approval. It (E.D.) is not considered "compensation" for retirement purposes, however, it is considered when calculating overtime compensation.

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Qualifying Courses

Human Services Certificate Program Courses

Courses in an expanded practice credentials program as defined by the California Nursing Practices Act, in the following areas:

- a. Nurse Practitioner
- b. Emergency Room Nursing
- c. Public Health Nurse

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- Abnormal Psychology
- Adult Education Teaching Credentials Program
- Cardiac Care
- Computer Science
- Crisis Intervention Theory
- Ethnic/Cultural Sociology
- Family Therapy
- Forensics – Criminal Justice
- Gero Psychiatric Nursing
- Gerontology Nursing
- Grief and Loss
- Group Dynamics
- Growth and Development
- Hospital Management
- Human Genetics

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Human Sexuality
Interpreting Lab Results
Leadership Training
Legal Aspects of Nursing
Management
Medical Ethics
Medical Record Keeping
Pharmacology
Physical Assessment
Psychiatric Nursing
Psychology of Intervention Techniques
Rehab Nursing
Respiratory Nursing
Sex Education
Sociology
Spanish
Statistics
Strategies in Psychosocial Nursing
Stress management
Substance Abuse
Supervision
Technical Records Keeping

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Upper Division Behavioral Science

APPLICATION FORM
RN EDUCATION DIFFERENTIAL

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Employee Name: _____

Classification: _____

Program/Department: _____

List of courses to be considered below:

Course	Completion Date	Units Quarter/Semester
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Employee Signature

Date

PROGRAM DIRECTOR: I have received and approve this application for review:

Signed _____

Date: _____

COORDINATOR OF NURSING SERVICES:

Approved for Differential: _____

Not Approved for Differential: _____

Signature: _____

Date: _____

PNED:

Approved for Differential: _____

Not Approved for Differential _____

Signature: _____

Date: _____

Metropolitan State Hospital

APPLICATION – REGISTERED NURSE B AND HEALTH SERVICES SPECIALIST

Application for education differential on basis of fifteen (15) units of job-related college credits.

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(Last) (First) (MI)

Civil Service Classification: _____

Program: _____ Unit: _____

Education:
_____ High School _____ Years Graduated Yes No (Circle One)

_____ College _____ Years Graduated Yes No (Circle One)

Other (Describe)

Subject Matter	Length	Where Taken	Units
Covered in Course			
_____	_____	_____	_____
_____	_____	_____	_____

To the best of my knowledge, the foregoing statements are true and complete.

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Signed

Date

Please complete form, attach sealed transcripts and mail to:

Pat LaMountain, PNED

Nursing Education

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REGISTERED NURSE EDUCATIONAL DIFFERENTIAL PROCEDURE

In compliance with the Bargaining Unit 17 contract, Registered Nurse Range B, and Health Services Specialist (HSS), will receive an educational differential based on the following criteria:

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Successful completion of the equivalent of fifteen (15) qualifying semester units of collegiate level job-related courses in a college or university of recognized stand.

Only courses completed within the previous five (5) years shall qualify towards the educational differential.

The fifteen (15) qualifying units must be taken from the following list:

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1. Any required course which might lead to an AA, BA, BS, MA, MS or Ph.D.
2. Human Service Certificate Program courses.
3. Courses in an Expanded Practice Credentials Program as defined by the California Nursing Practice Act, in the following areas:
 - a. Nurse Practitioner
 - b. Emergency room Nursing
 - c. Public Health Nurse
4. Adult Education Teaching Credentials Program
5. Upper Division Physical Science
6. Upper Division Behavioral Science
7. Technical report writing
8. Medical record keeping
9. Statistics
10. Computer Science
11. Stress management
12. Supervision

13. Management
14. Hospital management
15. Human sexuality
16. Sex education
17. Psychiatric nursing
18. Abnormal Psychology
19. Gero Psychiatric nursing
20. Gerontology nursing
21. Crisis intervention and theory
22. Substance abuse
23. Grief and loss
24. Strategies in Psycho-social nursing
25. Family therapy
26. Group dynamics
27. Psychology of intervention techniques
28. Ethnic/cultural sociology
29. Sociology
30. Legal aspects of nursing
31. Forensics – criminal justice
32. Medical ethics
33. Pharmacology
34. Interpreting lab results

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1. Educational differential will be made by the Personnel Office following written approval and recommendation from PNEC. The increased salary rate will become effective on the first of the pay period after the employee meets all of the conditions and established criteria.
2. The educational differential will be included when computing overtime compensations.
3. The educational differential shall not be considered as "compensation" for purposes of retirement contributions.

DEPARTMENT OF VETERAN'S AFFAIRS

SUBJECT

Registered Nurse, Range B, Supervising Registered Nurse and Surgical Nurse I and II – Education Differential.

PURPOSE

To provide policy statement, guidelines and procedure for implementing Registered Nurse Range B, Supervising Registered

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Nurse and Surgical Nurse I and II of the Educational Differential Program as agreed to on July 1, 1995 between the State of California and SEIU Local 1000, Unit 17, section 11.57.17.

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DEFINITION

During this year's contract bargaining with SEIU Local 1000, Unit 17, section 11.57.17, the State agrees to provide qualifying Registered Nurses, Range B, Supervising Registered Nurses and Surgical Nurse I's and II's with an educational differential of fifty dollars (\$50) per month.

For purposes of overtime computation, this differential shall be considered as compensation.

A. The fifteen (15) qualifying units must be taken from the following list:

1. Any required course which might lead to a BA, BS, MA, MS or Ph.D. in Nursing or Health Care Administration.
2. University of California Human or Health Care Administrations Services Certificate Program courses.

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3. Courses in an Expanded Practice Credentials program as defined by the California Nursing Practice Act in the following areas:
 - a. Nurse Practitioner
 - b. Public Health Nurse
4. Adult Education Teaching Credentials Program
5. Upper Division Physical Science (Biochemistry, Pathophysiology)
6. Upper Division Behavioral Science
7. Technical Report Writing (Management Reports)
8. Death and Dying (Terminally III)
9. Statistics
10. Computer Science
11. Stress and Time Management
12. Supervision
13. Management (Principles of Nursing)
14. Hospital Management
15. Human Sexuality
16. Research
17. Psychiatric Nursing
18. Abnormal Psychology
19. Gero Psychiatric Nursing

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20. Gerontological Nursing
21. Crisis Intervention and Theory
22. Substance Abuse
23. Grief and Loss
24. Strategies in Psychosocial Nursing
25. Family Therapy
26. Group Dynamics
27. Psychology of Intervention Techniques
28. Ethnic/Cultural Sociology
29. Sociology
30. Legal Aspects of Nursing
31. Communication Skill Courses for Client (Signing, Audio/Visual)
32. Medical Ethics
33. Psychopharmacology
34. Leadership (Nursing)
35. Growth and Development
36. Human Genetics
37. Physical Assessment
38. Cardiac Care
39. Rehab Nursing
40. Respiratory Nursing

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- 41. Leadership Training
- 42. Spanish
- 43. Public Speaking
- 44. Nutrition
- 45. Hospice
- 46. Community and Mental Health Concepts
- 47. Home Health Care
- 48. Performance Evaluation
- 49. Communication Skills
- 50. Change (Management of)

B. Courses granting continuing education units do not qualify.

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