



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

1.1 Recognition

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

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

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director or his/her designee, except as otherwise specifically spelled out in this Contract.

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

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James Zayas

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Neal Akbar

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Betsy

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Karen Kervell

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Robert C. [unclear]

[Handwritten signature]
Ralph [unclear]

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Della [unclear]

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Gary [unclear]

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James [unclear]

[Handwritten signature]
Crystal M. Cray
Janet Sass [unclear]
Luzette Ballen
Brene [unclear]

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Michael [unclear]

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6/12/16

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Liza [unclear]

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appointing power may have at least one position designated as confidential.

D. If the State proposes to designate positions as confidential, the State shall provide Notice to the Union and shall meet and confer with the Union upon request. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution.

E. The State agrees that no Union officer, bargaining unit council member, or job steward shall be involuntarily transferred, assigned or designated into a confidential position.

F. The State agrees to provide the Union with a list of incumbents in confidential positions by department; including names, classifications and position numbers; upon request but in no event more than every six (6) months following the ratification of the Contract.

G. Any grievance regarding this Contract section shall be filed by the Union at Step 3 (CALHR).

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Chris...
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James...
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Paul...
Harry...
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Rod...
Crystal...
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Michelle...
Janet...

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6/12/12

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Liza...

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Anne...

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Nancy...
Willa...



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

2.1 Union Representatives

A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives, and/or Union staff on the following:

1. The enforcement of this Contract;
2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
3. Informal settlement conferences or formal hearings conducted by the PERB;
4. Matters scheduled for hearing by Victim Compensation and Government Claims Board;
5. Matters pending before the State Personnel Board (SPB);

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6. AWOLs and appeals to set aside resignations;

7. Discussions with management regarding denials of reasonable accommodation;

8. The CalHR statutory appeal hearings.

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

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

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

2.2 Access

- A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to section 2.1(A) above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.
- B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

Brendy Mod
Bruce Sheif
Joseph Pelt
Paul Miller
Robert Vega
Eric Spitzer
Conrad
OS
Anna Miller
BU21
Angie Corbin BU21
Brooke Perryman
Maar Madani

TA 450-p
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Pam March

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Pat Wilson
Helena
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JB
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

2.3 Use of State Equipment

- A. Union stewards shall be permitted reasonable use of State phones and video phones (VP)/ telecommunication devices for the deaf (TDD) to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in section 2.1, if said equipment is available and utilized as a normal part of his/-her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Union Stewards shall be permitted reasonable and occasional use of fax machines and copiers for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.

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TA SEIU 1000

Brenda J. Mott

Bruce Sheel

Sophia Peltre

Brad Allen

Robert Vega

~~Mani S. Jaffer~~

~~Robert~~

~~Donald J. Buzo~~

Mykel Gordon BU 21

Brooke Peirano

Mary Murch

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

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Pam Merrill

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P. Wilson

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H. Ham
p. Ham

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P. G. G. G.

distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.

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

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

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

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Brian J. Mack
Bruce Sheff
Ashley
Brad Wilcox
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M. J. Cole
Brooke P...
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TA 6/05/2016
10:35am
Tom M...
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Union Proposal

Master Table

Date 6/5/16 10³⁶

Proposal No: 1

The Union proposes the following rollover language:

2.5 Use of State Facilities

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

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Blanchford
Bruce Theel
Sophia
Brad Willis
Robert Vega
Mary
L. Cant
Riana
Muel
Bridgette

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Pam Manwiller

Marlene Schultz
Stephanie
T. Navarrette
Khanne
Pat Wilson
J. Beech
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

B. SEIU 1000 2.6 Steward Time Off

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

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... (BU 21)
... Staff
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

2.7 Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with section 2.2 above during work hours, subject to approval of the employee's supervisor.

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BU 15
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BU 21
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

2.9 Union Information Packets

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

TA SEIU 1000

Brenda J. Mott
Bruce A. Keel
Suzanne M. Keel
Brad Willes
Robert J. Jeger
Mark S. Harte

T. J. Howard
Franklin
Miguel Cordova
Brooke P. Perryman
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JA
06/05/2016
10:35am

Tom Manville
S. J. Bess
D. Wilson
C. B. C.
G. M.
P. J. Amant
H. H.
Chang
S. S. C.
Mark Schuttz
Therese Sullivan



Union Proposal
Master Table

Date _____

Proposal No: 1

SEIU 1000

The Union proposes the following rollover language:

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~~Bldg. Maint BU 15~~
Bldg. Maint BU 17

2.10 Orientation

- A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for twenty (20) minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for twenty (20) minutes during normal working hours for orientation to the Contract and the Union.
- C. It is understood that the twenty (20) minutes is for the presentation and shall not be counted against reasonable state travel time to and from the presentation.

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

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

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

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Brenda M...
Bruce Thel...
Brad Willes
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Michael Carlos Buzi
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

3.1 Union Security

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this Contract by the Legislature and the Union, the State agrees to calculate, deduct, and transmit to the Union, Fair Share fees from State employees who do not have membership dues deductions for the Union, based upon an amount or formula furnished by the Union for Fair Share fees deductions. The State further agrees to recalculate, deduct, and transmit Fair Share fees to the Union based upon any revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this Contract. The State and the Union agree that a system of authorized dues deductions and a system of Fair Share fee deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

1. When Fair Share fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so

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withdraws his/her membership shall be subject to paying a Fair Share fee, if such a fee is applicable.

2. The Union agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this section and the deductions arising there from.

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

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

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

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Sasha Per
Bruce Willis
Robert Vega
Mary Katten
James [unclear]

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

3.2 Release of Home Addresses: Non Law Enforcement Employees

TA SEIU 1000

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A. Home Addresses – Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.

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

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B. Home Address Withholding

The State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a

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

C. Home Address Withhold Notification to Employees

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

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Mona

D. Release and Use of Addresses

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

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E. Home Address Mailings by the State

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

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F. Address Confidentiality

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

G. Costs Reimbursable

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

H. Hold Harmless and Indemnification

Notwithstanding any other provision of this Contract, the Union agrees to jointly defend this section and to hold the State of California, its subdivisions, and

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TA SEIU 1000

agents harmless in defending challenges of any nature arising as a result of this section of the Contract.

I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory, or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

Brendy Mord
Bruce Theel
Sophie
Brad Willy
Robert Vega
Mark Kasper
G. G. G.
Wanda Jones
Najed Gordon BOZ
Brooke Plesinger
Nancy Mord

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Stephan Lortz

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Katherine
D. G.
Marilyn Schultz
H.A. Sch
S. Sch
Patty Johnson
Mary Maccarone



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000 4.1 State's Rights

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

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employees who are similarly situated.

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

Bruce Thal

Sybil Morris

Bruce Will

Robert Vega

Manu Katar

Carroll

Ronald [unclear]

Michael Cardon BU21

Brooke Kempa

Greg [unclear]

[unclear]

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Pam Manu

King of [unclear]

Pam and [unclear] 6-2-2016

Marlene Schultz

W. Jack [unclear]

S. Sch [unclear]

Patty [unclear]

Stephanie [unclear]

Henry Mavaretti



Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000

5.1 No Strike

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

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

Brendy Mott
Bruce Sheel
Susan Per
Brad Willey
Robert Vega
Mar & Steve
Cowan
Ronald
Michelle Cochran
Esther Piempr
maribond

JA
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10:35am
Tom Wenzler
S. B. B.
SSM
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Travante
S. Williams
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Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.2 No Lockout

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

TA SEIU 1000

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 Bruce Sheel
 Stephen
 Brad Willis
 Robert Vega
 Man
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 Miguel Carlos Buzi
 Brooke Pucuma
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 6-2-16
 Pam Manville
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Union Proposal
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The Union proposes the following rollover language:

5.3 Individual Agreements Prohibited

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

TA SEIU 1000

Brendy Mott

Bruce Guel
Sophie Peters

Brad Wille

Robert Vega

Mon S. [unclear]

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Ronald [unclear]

Miguel Gordon BU21

Brooke Piempe

Mary Kuehl

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Union Proposal
Master Table

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The Union proposes the following rollover language:

5.4 Savings Clause

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

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Union Proposal

Master Table

Date 6-5-16

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

5.5 Reprisals

The State and the Union shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract. The principles of agency shall be liberally construed.

Brandon Mott
Bruce Hurl
Brook Willis
Robert Vega

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Ronald
Myra Cruz

Brooke Pemp

Wagner Maldonado

TA 9:00 am
6-6-16
Pam Manwiler
Pat Wilson
Marlene Schultz
S. Mirancho
Tiffany Navarette
Gina Flores
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.6 Supersession

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

A. Government Code Sections

1. General

- 19824 Establishes monthly pay periods.
- 19838 Provides for methods of collecting overpayments and correcting payroll errors to employees.

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

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

2. Step Increases

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

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

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

19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when

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MSAs are denied due to lack of funds.

19836

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

19837

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

3. Holidays

19853

Establishes Holidays

19854

Adds Personal Holiday

4. Vacation

19856

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

19856.1

Allows CalHR to establish rules for vacation accrual for

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absences of ten days or less.

19858.1

Establishes vacation earning rate.

19863

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

19991.4

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

5. Sick Leave

19859

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

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19861

Allows CalHR to establish rules for sick leave accrual for absences of ten days or less.

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- 19850 Definitions
- 19850.3 CalHR to determine need for uniform replacement.
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.

7. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay".
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.

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- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes CalHR to adopt rules governing IDL.
- 19877.1 Sets effective date.

.8. Non-Industrial Disability Insurance (NDI)

- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.

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19880.1 Allows employee option to exhaust vacation prior to NDI.

19881 Bans NDI coverage if employee is receiving unemployment compensation.

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

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

19884 Filing procedure; determination and payment of benefits.

19885 Authorizes CalHR to establish rules governing NDI.

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9. Life Insurance

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- 21600 Establishes group term life insurance benefits.
- 21604 Provides for Death Benefit from PERS.
- 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

10. Health Insurance

- 22808 Provides for continuation of health plan coverage during leave of absence without pay.
- 22870 Provides for employee and employer contribution.
- 22871 Sets employer contribution.

11. Work_wWeek

- 19843 Establishes Work Week Groups.
- 19851 Sets 40-hour work_week and eight-hour day.

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12. Overtime

- 19844 Directs CalHR to establish rules regarding cash compensation time off.

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19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.

19849 Requires CalHR to adopt rules governing overtime and the appointing power to administer and enforce them.

19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

13. Deferred Compensation

19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

14. Relocation Expenses

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

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15. Travel Expenses

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

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

16. Leaves of Absence

19991 Allows release time for civil service examinations.

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

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

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

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18. Involuntary Transfers

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which requires a change in residence.

19. Demotion and Layoff

- 19997.2 Provides for subdivisional layoffs in a State agency subject to CalHR approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except

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for certain classes in which employee efficiency is combined with seniority to determine order of layoff.

19997.8

Allows demotion in lieu of layoff.

19997.9

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

19997.10

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

19997.11

Establishes reemployment lists for laid-off or demoted employees.

19997.12

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

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19997.13

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

19998

Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

19998.1

State restriction on appointments.

20. Incompatible Activities

19990

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

21. Training

19995.2

Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological, or

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management-initiated changes.

19995.3

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

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Brandon Mod, Unit 1
 Bruce Neal, Unit 3
 Sophia Peur BU4
 Brad Willie BU 11
 Robert Vega BU 14
~~John Foster~~ BU15
 Kimberly Oarut BU17
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 Juel Adams BU 21
 Brooke Piempa Staff
 Marguerite

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 Pam Manville

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.7 Non-Discrimination

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

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

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

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may be pursued with the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).

D. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.

E. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure.

TA SEIU 1000

- Brenda Mook, Unit #1
- Bruce Thiel, Unit 3
- Sasha Pleck BU4
- Brenda Weller BU 11
- Robert Vega BU 14
- ~~Maria Stiller BU 15~~
- Kimberly Conant BU 17
- Ronald [unclear] BU 20
- Ngue Cole BU 21
- Beecher Pienzo Staff
- Mary [unclear]

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Tom Manville

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Union Proposal
Master Table

Date _____

Proposal No: 3

The Union proposes the following rollover language:

5.8 Sexual Harassment

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

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

C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section.

Alleged retaliation may be subject to the grievance and arbitration procedures in Article 6.

Brady Mack
Bruce Sheel
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Robert Vega
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Brooke P...
Margaret...

Pat Wilson
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.10 Labor/Management Committees

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

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

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

1. The JLMC will consist of equal reasonable number of management representatives selected by the department head or designee

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Brad Willis
Robert Vega
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Brooke Parnet
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and Union representatives selected by the Union.

2. JLMC recommendations, if any, will be advisory in nature.
3. JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure or professional practice groups.
4. Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the committee.
5. Dates and times of meetings and agendas of the JLMC's shall be mutually determined by the members of the JLMC.

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

5.11 Dignity Clause

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

SEIU 1000

Brenda Milk

Bruce Sheaf

Joseph

Brook Miller

Rubert Vega

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Shirley

Julia C. Dr.

Broki P. Pungia

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Union Proposal

Master Table

Date 6-5-16

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Proposal No: 1

The Union proposes the following rollover language:

5.12 Upward Mobility Program

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

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- Brenda J. Moore
- Bruce J. Hall
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- Brad Willis
- Robert Negea

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Pam Manville
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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**5.13.1 Correctional Case Records Analyst
Workload Committee (Unit 1)**

The State and the Union agree to continue the Joint Labor/Management Committee to review the Correctional Case Records Analyst workload, mandatory overtime and training. 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 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.

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-

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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 respond to the information requested before each scheduled meeting date.

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

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

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

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

5.14 Joint Labor/Management Committee – Model Policy

- A. It is in the best interest of the State and the Union to jointly develop a consistent alternate work schedule policy for 4/10/40 work schedules. Therefore, the Union and the Department of Human Resources (CalHR) agree to establish a joint Labor/Management Committee (Committee) to develop a 4/10/40 work week policy.
- B. The Committee shall consist of ten (10) members, five (5) selected by the Union and five (5) selected by the CalHR. The Co-Chairs of the Committee shall be one individual selected by the Union and one individual selected by the CalHR. The Committee shall meet monthly after the ratification of this contract. The Co-Chairs shall agree on an agenda prior to the date of the meeting.
- C. The model policy recommendation shall be completed and in writing before the expiration of the contract. CalHR shall encourage


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

The JLMC shall discuss specific and ongoing issues such as:

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

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Union Proposal Bargaining Unit 1

Date: _____

Proposal No: 3

The Union proposes the following language:

5.17.1 Recruitment and Retention Committee

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

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

The Committee shall consist of ten (10) members: five (5) selected by the State and five (5) selected by the Union. Committee members or expert witnesses required by the Committee shall serve without loss of compensation.

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

If the Committee agrees that pay equity adjustments are recommended for the effective recruitment and retention of particular classifications, the State and the Union shall mutually report their findings to the Director of the California Department

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of Human Resources (CalHR). The Director of CalHR shall report these findings to the administration.

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

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Michelle Portage
Karen Dewell

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Harry Price
Dale Ains
Kurt Horn
Lance Livingston
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Union Proposal

Master Table

Date 6-5-16

Proposal No: 1

The Union proposes the following rollover language:

LOCAL 1000 TA

5.18 Budget Solutions Task Force

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

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

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- Reducing the cost of contracts.

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

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

The Task Force will make recommendations regarding its findings with respect to which contracts may be cancelled or reduced by the State as a budget solution. The Task Force shall produce an annual report, by June 30th identifying contracts which have been reviewed by the Task Force. This report shall include which contracts have been reviewed, what the recommendation was for the

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contract, an explanation of why a contract was not submitted to be cancelled or reduced, and what actions were taken by the State.

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Bruce Theil
Joseph Pein
Bud Wells
Robert Vega

Mark Waters

Kevin

Ronald

Myra Cook

Brodie Piemp

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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**5.20.1 Joint Labor Management IT Training
Committee (Unit 1)**

The Joint Labor Management IT Training Committee will be established no later than sixty (60) days following completion of the revised IT classification specifications, and adoption of the classes by the SPB.

The Joint Labor Management IT Training Committee will consist of eight (8) members: four (4) management members selected by CalHR and four (4) Union members selected by the Union. Dates and times of meetings and agendas shall be mutually determined by the members of the committee. The purpose of the committee is to review training programs for IT classifications, (e.g., entry-level, career development and project management). Training will encompass both internal/external department-specific and outside vendor sources.

The committee will research all available sources for IT training, review the program for appropriate

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usage and make recommendations to State departments for their use.

The committee will meet at least every two (2) months. Members of the committee will be granted state release time for all committee meetings.

TA SETU 1000

Boyd M...
W...
S...
Mark...
James...
S...
R...
S...
Crystal...
James...
R...
Jul...
Bob...
Karen...
Michelle...
Sean...
Harvey...
John...

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Liza...
Arnel...
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schedule by mutual agreement. The first meeting shall take place no later than September 1, 2016.

An agenda shall be agreed upon at least five (5) work days in advance of the meeting. Any information request will be responded to within a reasonable amount of time, which normally should not exceed thirty (30) calendar days.

The Task Force shall schedule and meet with the Director of CalHR no later than September 1, 2017, to advise him/her of the results of its research and discussions.

SEIU 1000 TA

Brenda Mode
Bruce Sheef
Sophia Poon
Brad Willes
Robert Yeggy
Man S. Yutt
X. Chavez
R. [unclear]
Myra [unclear]
Lizette Pizarro
Marguerite

TA 427 p-
6-13-16
Pam Marshall
Maryellen Monahan
Stephanie Fort
Khayrie
C. [unclear]
Pat Wilson
S. Sible
mavanette
J. A. Khirani
Nathaniel Allen
Gilly
S. Serrano
[unclear]

[unclear signature]

The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

C. One (1) committee meeting will be held in Sacramento and one will be held at Hearst Castle.

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

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

SEIU 1000 TA

Brendy MA
James Z...
Karen Bell
Cecilia...
Michelle...
Paul...
John D. Coy
E. Bennett

Crystal McCray

Paul...
Karl...

Joan...
Loren Ballin

Colly...
Harry Price

Wanda...

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6/12/16
S.S.L.
Nancy...
Wells...
Wells...
Wells...



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following changed language:

5.XX.1 ~~Side Letter 13.1~~: Joint Labor Management Committee – Employment Development Department (EDD) Workforce Services Branch (WSB) Job Service Field Division (JS) and Unemployment Insurance Branch (UIB) Employment Program Representatives (EPR) and Disability Insurance Branch (DIB) Disability Insurance Program Representatives (DIPR)

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

The Committee shall meet at a minimum of at least once per quarter. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The State and Union shall each select its own representatives. No more than two (2) Union representatives shall be from the same branch. The Co-Chairs of the Joint Committee shall be one (1) individual selected by the Union and one (1) individual selected by the EDD. The State agrees that the Union representatives

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9.23.11
Stephanie
Liza Dougherty
Willie Rabb
Nancy Johnson
Anne Lamper

who are EDD employees will serve and participate on the Committee without loss of compensation.

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

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

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

SEN 1000 TA

Paul Miller
John D. Co.
Greg Huntington
Michael...
Karen McNeill
Michell Pentago
Rob...
Jerry Price
Crystal McCray
...
Rock...
15m...

Janus Z...
Stennett

STATE TA
S.Sd
6/9/16
9:27 am

Stephanie Pat
Liza Dougherty
...
...
Shella Rabb
Nancy...
...



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following changed language:

5.XX.1 ~~Side Letter 13.1~~: Joint Labor Management Committee – Employment Development Department (EDD) Workforce Services Branch (WSB) Job Service Field Division (JS) and Unemployment Insurance Branch (UIB) Employment Program Representatives (EPR) and Disability Insurance Branch (DIB) Disability Insurance Program Representatives (DIPR)

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

The Committee shall meet at a minimum of at least once per quarter. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The State and Union shall each select its own representatives. No more than two (2) Union representatives shall be from the same branch. The Co-Chairs of the Joint Committee shall be one (1) individual selected by the Union and one (1) individual selected by the EDD. The State agrees that the Union representatives

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9-23-16
Stephanie
Liza Dougherty
P. [unclear]
Willie Rabb
Nancy Johnson
Anne Laquer



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

6.1 Purpose

Handwritten list of names and units:
Sandra Medelink 1
Lance Thal, Unit 3
Sophia Penn BU4
Fred Willis BU 11
Beth Vega BU 14
Joe Stanton BU 15
Kimberly Cant BU 17
Randa Jones BU 20
Myra Carter BU 21
Dorothy Kempa Staff
Margie Medelink

A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.

2. To provide an orderly procedure for reviewing and resolving grievances promptly.

Handwritten signatures and notes:
TA 6-2-16
Pam Manville
S. [Signature]
S. [Signature] 6.2.2016
JB [Signature]
Marlene Schultz
K. [Signature]
S. [Signature]
K. [Signature]
SS [Signature]
K. [Signature]
Pat Wilson
5/13/2016 4:00 PM
M. [Signature]

1042 on



Union Proposal

Master Table

Date 6-5-16

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

6.2 Definitions

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

- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.

- C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.

- D. As used in this procedure, the term "party" means the Union, an employee, or the State.

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- SSH
- PR TA 900 on
- 6-6-16
- Pam Manville
- Pat Wilson
- Marlene Schultz
- S. Mervilla
- Travarette
- 6/2/2016 5:13 PM

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

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

SEIU 1000 TA

- Pamela Moore
- Bruce [unclear]
- [unclear]
- Brad Wilkins
- Robert Vega

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6-6-16

- Pam Manville
- Pat Wilson
- Marlene Schultz
- S. Davis
- M. Varette
- [unclear]
- H. [unclear]

- Man [unclear]
- [unclear]
- Roman [unclear]
- My [unclear]
- Booker [unclear]
- Michael [unclear]

- [unclear]
- Khayn
- [unclear]
- [unclear]
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.3 Time Limits

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

TA SEIU 1000

Brendy Mott

Bruce Theel

Sophia Nelson

Bruce Willis

Robert Vega

Mark Wether

K. Comant

Ronald Jones BU20

M. J. Corbin BU21

Besoke Piempe

Mark Madsen

TA 2nd pr
6-2-16
Pam Manwila

Pat Wilson
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Gianni

S. S. S. 6-2-2016

Mark Schultze
K. S. S.

S. S. S. JB

K. Haynie JB
S. M. M.

Porter
S. S. S.

Antonia
T. M. M.
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.4 Waiver of Steps

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

TA SEIU 1000

Brend J. Mott

Bruce Sheel

Sarah Adams

Brod Willes

Robert Vega

Maria Miller

K. Cantor

Kiana Jones

Miguel Gordon Buzi

Brooke Prempa

Maryanne du

TA 2³⁰
6-2-16
Pam Marwick

Greg

S. Sando 6-2-2016

Martina Schutts

K. B. Sch

S. S. S. 2.4.16

W. B. S.

Porter

M. W. S.

F. H. S.
Pat Wilson
D. M. S.



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.5 Presentation

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

TA SEIU 1000

Brenda M...
Bruce Sheel
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Brad Willy
Robert Vega
Manuel [Signature]
K. Grant

Ronna [Signature] BU20
Myra Cardona BU21
Brooke Peayna
Mary Madu

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Pam Manwila

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Pat Wilson



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.6 Informal Discussion

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

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Suzanne [unclear]

Brad [unclear]

Robert Vega

Ma [unclear]

Maressa [unclear]

Ron [unclear]

Mymel [unclear]

Brooke [unclear]

Margaret [unclear]

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John
Mrs
SJB

NA

[unclear signature]

Postman

Qui [unclear]

HH

SSut

Khayue

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Khayue

Pat Wilson

[unclear signature]

Tiffany Navarette

[unclear signature]

[unclear signature]

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.7 Formal Grievance – Step 1

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Brad Wilkins
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A. If an informal grievance is not resolved to the satisfaction of the grievant, a formal grievance may be filed no later than thirty (30) calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance.

B. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with the person designated by the department head as the first formal level of appeal. Said grievance shall include a statement as to the alleged violation, the specific act(s) causing the alleged violation and the specific remedy or remedies being sought and may request a grievance conference. Upon request, the parties shall meet within ten (10) days of receiving such a request to discuss settlement of the grievance. Unless otherwise agreed, the timelines set forth in Article 6 shall not be changed as a result of the scheduling of such meeting. The grievant(s) and steward(s) shall attend without loss of compensation.

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TA SEIU 1000

Brendy Mott

Bruce Paul
Soybean

Bruce Wilton

Robert Vega

Mani S. Khatun
K. Comart

Rama
Buzo

Miguel Cordova BUZI

Brooke Piempan
Manginadu

C. Within thirty (30) calendar days after receipt of the formal grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievant. A copy of the written response shall be sent concurrently to SEIU Local 1000 headquarters by the department head or designee.

D. No contract interpretation or grievance settlement made at this stage of the grievance procedure shall be considered precedential. All interpretations and settlements shall be consistent with the provisions of this Contract.

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Pat Wilson

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[Signature]

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Marilyn Schultz

[Signature]

SSA [Signature] SM

[Signature]

[Signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.8 Formal Grievance – Step 2

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within thirty (30) calendar days after receipt to the department head or designee.
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to SEIU Local 1000 Headquarters.

TA SEIU 1000

Brendy Mott
Bruce Theel
Joshua
Brad Wilbur
Robert Vega
Max Staff
K. Stewart
Ronna Jones
Myquel Gordon BU21
Brooke Perry
Maria Maldon

TA 2³⁰
 6-2-16
 Pam manilla

Pat Wilson
[Signature]
 6-2-2016

[Signature]
 + Marlene
 Patty
 Marlene Schmitt
 K. Schmitt
 S. Son
 K. Schmitt
 J. Schmitt
 J. Schmitt



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.9 Formal Grievance – Step 3

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

B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the CalHR or designee shall respond in writing to the grievance.

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TA SEIU 1000 4:50p
Brendy Mart, Unit #1
Bruce Thel
Sophia
Brad Wilton
Robert Vega
Maurice
Nancy
Renee
Miguel Cordoba
Becky Puentes
Mery Madal

4:50
TA
6-2-16
Team
Maurice

Pat Wilson
Sofia
Travarette
Marlene Schuttz
Zil Duran
K Van Brock
Khaque
J.B.
K. [unclear]
Schmart
Grimy
H.A.
S.Sah
Khaque
D. [unclear]
Travarette



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.10 Response

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

TA SEIU 1000

Bruce J. Mott

Bruce Gheef
Lynette

Brad Wilkins

Robert Vega

~~Ma Statter~~

~~Conroy~~

~~Ronald Jones BV20~~

Miguel Cardona BV21

Brooke Peasopp
Marsden

TA 2³⁰ pr
6-2-16
Pam Manwila

~~Pat Wilson~~

6-2-2016

T. Marwanette
Patty Almar
Marlene DeLuca
K. LaSalle
S. San. D. Janisz
K. Taylor JB
Stotes
S. Miramela



Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

6.11 Formal Grievance – Step 4

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

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

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6-2-16
Daron
Mannick

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TA SEIU 1000

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.12 Grievance Review

Upon request of either party, the State and Union shall meet monthly in an attempt to settle and resolve grievances. The parties shall agree at least two (2) weeks prior to each meeting on the agenda and who shall attend.

TA SEIU 1000

Brendy Mohr, Unit 1

Brace Theel, Unit 3

Sophia Perche BU 4

Brad Willis BU 11

Robert Vega BU 14

~~Mary Patten~~ BU 15

Kimberly Stewart BU 17

Ronald Green BU 20

Miguel Corda BU 21

Sharon Perry, Staff

Margy Mack

TA 2³⁰ pm
6-2-16
Pam mandile

Pat Wilson
Valerie [Signature]

Hi [Signature]
S. Kemp 6-2-2016
Patty Stewart

Marlene Schultz
K. Van [Signature]

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T. [Signature]



Union Proposal

Master Table

Date 6-5-16

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Proposal No: 2

The Union proposes the following rollover language:

LOCAL 1000 TA

6.14 Mini-Arbitration Procedure

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

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

B. Within 45 days of this Agreement's ratification by the Legislature, the parties shall appoint a standing panel of four (4) arbitrators for the mini-arbitration process. Each party shall assign two arbitrators to the mini-arbitration panel. The arbitrators shall be

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listed in alphabetical order by last name and be assigned to hear grievances on a continuous rotation.

1000 TA

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BW
RV

CP

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FG

W

SP

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C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:

1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day. The parties shall schedule the earliest available date provided by the arbitrator that is feasible for both parties.

2. The parties shall attempt to prepare a written stipulation of undisputed facts prior to arbitration. The arbitrator shall only take testimonial and/or documentary evidence relevant to those facts which remain in dispute.

3. The presentation of each grievance shall include an opening statement, the submission of documentary and testimonial evidence, and a closing argument. Each party will designate no more than one (1) spokesperson to present their case to the arbitrator. In addition, each party shall be limited to two (2) witnesses per case unless by mutual stipulation, in which

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6-6-16
Pat Wilson
Marilyn Schultz
S. Navarrete
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SEIU 1000 TA

BP
JAD
BW
RV

case, the parties may call additional witnesses.

4. The arbitrator shall make his/her decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. There shall be a stenographic record or transcripts of the hearings.

5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.

6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.

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

MP
RC
FF
MC
BP
n

TA 9:00 am

RR 6-6-16

SSA [Signature] Pam Manwiller
[Signature] Pat Wilson

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Marilyn Schuttz
S. Hernandez
T. Navarrette

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

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

SEIU 1000 TA

• ~~Boydell J. Mott~~
• ~~Bruce Sheff~~
• ~~Joseph B. ...~~
• ~~Brad Willis~~
• ~~Robert Siger~~

~~Man ...~~
~~Carroll~~
Rana ...
Myel ...
Brooke ...
Mash ...

TA 9⁰⁰ on
6-6-16
Pam Manwiler
Pat Wilson
Markus Schultz
S. Dimmeler
T. Navarrette
P. Arment
H ...
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3. If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this Article. An employee shall receive compensation for only the observed or actual holiday, not both.

SEIU Local 1000 TA

Brenda J. Mott
Bruce Sheef
Brad Willes
Robert Vega
Mud Hill

C. Upon completion of six (6) months of his/her initial probationary period in State service, a full-time or part-time employee shall be entitled to one (1) personal holiday per fiscal year. Employees working part-time shall be entitled to the personal holiday, on a pro-rated basis in accordance with the chart shown in section 7.1(C). The personal holiday shall be credited to each full-time and part-time employee on the first day of July.

D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour for hour) basis.

E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.

F. An employee shall accrue eight (8) hours of holiday credit when an observed premium or regular holiday falls on the employee's regularly scheduled day off.

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an

TA
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Janita
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Aggs

Robert King
Johnnie

Markie Schultz
Marylene
Monika S. Salk
Comness
Stacey Kinch
Pat Wilson
Patty Hamant

L. Cant
Pamela
3/1/20
Michelle
Brenda Perry
Margaret

and the employee is excused from work.

G. When a full-time employee in Work Week Group 2 is required to work on a premium holiday, the employee shall receive eight (8) hours of holiday credit and one and one half (1½) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion. The premium holidays to which this compensation applies are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day, and Christmas December 25.

SEIU Local 1000 TA

Bruno J. Motta
Bruce O'Neil
Brad Wilton
Robert Vega
Mushett

1. Holiday premium pay, calculated at one and one-half (1½) times the applicable hourly rate for hours worked on January 1, last Monday in May, July 4, the first Monday in September, Thanksgiving Day and December 25, shall count towards any premium overtime compensation earned during the same workweek. Section K satisfies the provision of Article 19.2 Overtime.

2. Notwithstanding subdivision B above, when a premium holiday falls on a Sunday and the employee is required to work on the Sunday, the employee shall be paid one and one-half (1½) times for all hours worked. Employees shall not receive one and one-half (1½) times for hours worked on the Monday following the Sunday holiday.

When a full-time employee in Work Week Group 2 is required to work on regular holiday, the employee shall receive eight (8) hours of holiday credit and their

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Becky Pemp
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Mary [unclear]
Pat Wilson
Patty [unclear]

regular hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

SEIU Local 1000 TA

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

Work Week Group E or SE Employees: If a full-time employee is required to work on a regular holiday, the employee shall receive regular rate of pay and eight (8) hours of holiday credit. The regular holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, and the day after Thanksgiving.

I. When a part-time employee in Work Week Group 2 is required to work on a premium holiday, the employee shall receive a pro-rated amount of holiday credit as specified in the chart below and one and one half (1 1/2) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion. The premium holidays to which this compensation applies are

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~~Bruce Sheel~~
Brad Willis
Robert Vega
~~Marshall~~

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Brooke Perreza
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January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and Christmas December 25.

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

SEIU Local 1000 TA

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Robert Vega
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J. Work Week Group E or SE Employees: If a part-time employee is required to work on an premium holiday, the employee shall receive a pro-rated amount of holiday credit as specified in the chart below and one (1) hour of informal time off for every two (2) hours worked. The premium holidays to which this compensation applies are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and Christmas December 25.

Work Week Group E or SE Employees: if a part-time employee is required to work on a regular holiday, the employee shall receive regular rate of pay and a pro-rated amount of holiday credit as specified in the chart below. The regular holidays to which this compensation applies are the third Monday in January, the third

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

SEIU Local 1000 TA

Brendan Mohr
Bruce Greel
Brad Wells
Robert Fejn
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M. Holiday Credit may be requested and taken in fifteen (15) minute increments.

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

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

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

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Union Proposal

Master Table

Date 6-5-16

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Proposal No: 2

The Union proposes the following language:

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8.1 Vacation/Annual Leave

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A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. Less than full-time employees shall be allowed, on a pro-rata basis, the fractional part of the bonus vacation credit.

Thereafter, for each additional qualifying monthly pay period, the full-time employees shall be allowed credit for vacation with pay on the first day of the following month as follows:

7 months to 3 years 7 hours per month

37 months to 10 years 10 hours per month

121 months to 15 years 12 hours per month

181 months to 20 years 13 hours per month

241 months and over 14 hours per month

Handwritten signatures and notes: TA 9:00 am, 6-6-16, Pam Manville, Pat Wilson, Marlene Schultz, S. Almeida, T. Navarette, 6/4/2016 5:37 PM, and other illegible signatures.

B. Employees may elect to enroll in the Annual Leave Program to receive annual leave credit in lieu of vacation and sick leave credits. Enrollment into and out of the Annual Leave Program will occur annually during an open enrollment period during the month of April. All enrollments must be received by the employee's personnel office from April 1 to April 30. The effective date of the election shall be the first day of the June pay period.

C. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

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

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T. Navarrette

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[Signatures]

D. Employees who elect to move to the vacation and sick leave programs will have their accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as of the effective date of this agreement.

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

F. Part-time Less than full-time and hourly employees shall accrue proportional Vacation/Annual Leave credits, in accordance with the chart shown in section 7 (L) of this Contract.

G. Vacation/Annual Leave accrual for employees in multiple positions will be computed by combining all positions, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or

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collective bargaining status under which the election was made.

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

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

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

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

L. Vacation/Annual Leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each

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Vacation/Annual Leave until December 31 because of sick leave; or (5) was on jury duty.

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

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

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

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

SEIU 1000 TA

8.2 Sick Leave

A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:

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Tom Manville

1. Illness or injury, including illness or injury relating to pregnancy;
2. Exposure to a contagious disease which is determined by a physician to require absence from work;
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother, sister, or any person residing in the

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

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

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

1. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service each part time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in article 7 (L).

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~~recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.~~

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F. G. Sick leave may be accumulated without limit.

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

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H. I. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service

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before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.

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

J. K. Time during which an employee is excused from work because of Sick Leave shall not be considered as time worked for purposes of calculating overtime.

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Union Proposal
Master Table

Date _____

Proposal No: 3

The Union proposes the following language:

8.3 Bereavement Leave (~~Excludes 17 and 20~~)

A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

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Bruce Hood
L. C. Cant
M. J. C.
Dor Cooper
Robert Vega
Brook Pearson

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B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of his/her aunt, uncle, niece, nephew, ~~mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law,~~ or immediate family members of domestic partners as defined in paragraph A above. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

C. If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.

D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

8.4 Parental Leave

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

B. A male spouse or male parent or domestic partner (as defined in accordance with Family Code section 297), who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one year to care for his/her newborn child. The employee shall provide medical substantiation to support his/her request for parental leave. The request must include the

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beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.

D. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

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Robert Vega

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

8.5 Adoption Leave

TA SEIU 1000

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

A. During the period of time an employee is on adoption leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

B. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

8.6 Union Leave

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

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

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signed by either the SEIU Local 1000 President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to the CalHR.

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

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

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

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situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.

8. Employees on a Union leave shall suffer no loss of compensation or benefits.

9. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and IDL.

10. In the event an employee on a Union leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

B. Special Union Business Events

The State agrees to release employees on Union Paid Leave for elected representatives (or alternates when applicable) in accordance with

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A2 through A10 above to attend the following governance meetings:

1. SEIU Local 1000 Council (Quarterly)
2. Statewide Bargaining Advisory Committee (Quarterly)
3. General Council Meeting (Once every three years)

The Union shall provide a calendar of the above events to the State each year by January 15 to facilitate the ability of the State to release these representatives on the scheduled dates. Requests by the Union for representatives to attend these events may not be unreasonably denied.

TA SEIU 1000

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 Bruce Sheel
 Sylvia Miller
 Brad Wilbur
 Robert Vega
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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

8.7 Unpaid Leave of Absence

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

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

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

- 1. Union activity;

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

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

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

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

B. Upon request of an employee and upon

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

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

1. Sick leave credits cannot be transferred;
2. The receiving employee has exhausted all leave credits;
3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave. Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4 Personal Days – Special Schools except that such transferred days shall be credited as personal days;

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Tom Namm

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TA SEM 1000
4:50p
6-2-16

Benny Mont
Bruce Sheel
Sash
Brewer
Robert Vega
Mandy
Anissa
Richard
Myndi
Sasha
argued

4. Personal holiday must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
5. Transfer of annual leave, personal leave, vacation, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
7. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
8. This section is not subject to the grievance, arbitration and AWOL procedures article of the Contract.

TA 480
6-2-16
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Mam

JD
D. James
imo
SSC
Katherine
Allison
Mawarrette
P. S.



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.9 Catastrophic Leave - Natural Disaster

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

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;
- C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;

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6-2-16
John Hancock

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T. Magaretto
K...

6-2-16
SEIU 1000 4:50p

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ML
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- D. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation.
- E. Personal holiday must be transferred in one day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base);
- F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
- G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
- H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be

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returned to the appropriate donor;

- I. This section is not subject to the grievance, arbitration and AWOL procedures article of this Contract.

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 Bruce Sheel
 Sophie
 Brad Wells
 Robert Vega
 Marjorie
 Vanessa
 Ronald
 Myel Con
 Brooke P
 Mary Madall

TA 4:50p
 6-2-16
 Pam
 Manville

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PJ Smart

D
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 S. Blisamile

Travette

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Union Proposal
Master Table

Date _____

Proposal No: 3

The Union proposes the following language:

8.10 Release Time for State Civil Service Examinations

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

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

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

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

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

SEIU 1000 TA
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Bruce Sheef
Sophia
Brook Willey
Robert Vega
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mayan
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.11 Release Time for State Personnel Board Hearings

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

1. A party to the hearing proceedings, e.g., an appellant; or

2. Is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board.

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

TA SEIU 1000

Brendy Mah
Bruce Freef
Joseph P...
Brad Willis

Robert Vega

Mon & Patti

Ramona

Ronald Jones

Miguel Carlos Buz

Brooke Pierman

Margaret
Meele

TA 2nd P-7
6-2-16
Patti Wilson

John
S. Sub
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S. Samano 6-2-2016
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S. S...
M. M...
P. P...
M. M...
S. S...



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.12 Leave Credits Upon Transfer in State Service

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

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Marty
Bruce
Josh
Brad
Robert
Marty
Nancy
Rena
Myra
Suzanne
Margaret

450 p
TA
6-2-16
Jan

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

8.13 Court Appearance and/or Subpoenas (Excludes Unit 17)

A. If an employee is served with a subpoena which compels his/her presence as a witness and the employee is not a party to the legal action or an expert witness, the employee shall be granted a leave of absence with pay. Such pay shall be in the amount of the difference between the employee's regular pay and any amount he/she receives for such appearance. In no case shall this amount exceed the employee's regular pay.

TA
2nd pr
6-2-16
Tom
manila

B. In the event an employee is a party to a legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of his/her accrued CTO, personal holiday, personal leave, annual leave, vacation or unpaid leave.

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C. Upon request and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 a.m. to 5:00 p.m. may be placed on an existing work schedule or shift that coincides with the time

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he/she is required to be available in accordance with the provisions of A above.

TA SEIU 1000

Brenda Mitt
Bruce Sheef
Dinah Miller
Bruce Willis
Robert Vega
Mary [unclear]
Ronald [unclear]
Miguel Cordova B021
Brooke Peonpa
Mary Macch

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pam manville

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S. Sanjo 6-2-2016
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Marlene Schultz
K. [unclear]
S. San
Ichayin
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T. [unclear]
S/R
Patty Ahmad
Pat Wilson
S. Miranda
D. [unclear]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.14 Jury Duty

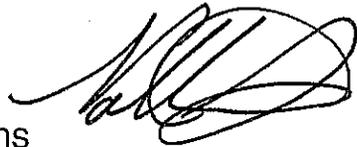
A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. For employees with a work schedule other than a Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule, the State shall make a temporary change in the employee's work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

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

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10/20/16

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TA 480
6-2-16
Tom Mawell


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C. If an employee receives jury fees, the employee is required to remit to the State jury fees unless the employee elects to use accrued vacation leave, annual leave or compensating time off on jury duty.

D. For the purposes of this Section, "jury fees" means received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.

E. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, provision B and C above apply.

F. An employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday and if the employee's supervisor concurs. Concurrence will be not be unreasonably withheld.

TA@
4:50pm
6/2/16

Brady Mah
Bruce Thal
Sophie
Brad Williams
Robert Vega
Mar Statz
Nancy
Ronna
Myel
Bridget
Magnum

TA 4:50 P
6-2-16
Pam

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Union Proposal
Master Table

Date _____

Proposal No: 2

The Union proposes the following rollover language:

SEIU 1000 TA

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

The State shall continue a Voluntary Personal Leave Program (PLP) for bargaining unit employees. Employees may voluntarily participate in the personal leave program on a continuing basis.

A. Each full-time employee subject to paragraph B shall be credited with eight (8) hours of voluntary personal leave on the first day of the following monthly pay period for each month in the Voluntary PLP.

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

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BW
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TA 7:30 pm
6-11-16
Pam Manuella
Pat Wilson
Travarrette
Arlene Dhutry
S. B. B.
S. Olivando
D. [unclear]
S. B. B.
C. [unclear]

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S. [unclear]
P. [unclear]
D. [unclear]
H. [unclear]

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

D. An employee may accumulate no more than two hundred forty (240) hours of voluntary personal leave. When an employee reaches two hundred forty (240) hours of personal leave or would exceed two hundred forty (240) hours of personal leave with further accumulation, he/she shall be removed from the Voluntary PLP.

E. When an employee is removed from the Voluntary PLP, he/she may not participate for a minimum of twelve (12) months and he/she is not eligible to re-enroll until his/her balance is reduced to a maximum of one hundred twenty (120) hours.

F. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that

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 Pat Wilson
 Travarrette
 Terlene Schubert
 SJB
 Kevin de
 SJB
 Conthel
 S. Salk
 Edmont
 Jim My
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the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance (DOF), for the PLP, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, CalHR Deferred Compensation Program as permitted by federal and state law.

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Tom Manweiler

G. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP.

Pat Wilson
T Navarette
Harlene Schultz

H. A State employee in the PLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the PLP not occurred.

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Pat Smart
G. M. J. Khanna
P. D. Smith
P. D. Smith
K. L. Smith

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HJ
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6-11-16
Pam Manwiler*

*Pat Wilson
Travarette
Marlene Schultz*

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S. Miranda
D. [unclear]*

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- I. The PLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- J. The PLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- K. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- L. The PLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- M. The PLP shall be administered consistent with the existing payroll system and the policies and practices of the SCO.

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

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Pat Wilson
Travante
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JD
Chris
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PJ Smart
Kheymie
~~Chris~~
KVRZ

Brenda M
Bruce Free
Sophie
Brad Willis
Robert Vega
Maurice
L. Cant
R. J.
Rena
Brooke Piempa
Maurice
S. Alexander
JR

Concha
~~S. S.~~
J. K.

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.16 Family Medical Leave Act (FMLA)

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

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

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

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2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;

TA 2³⁰ P
6-2-16
Dan
Mann

3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;

4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by section 8.8 of this Contract.

a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a

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FMLA leave will be administered in accordance with section 8.8 and 8.2 of this Contract.

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

TA 2nd P
6-2-16
Diana
Mandula

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

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C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be

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requested if the department head or designee has reasonable cause to believe the employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.

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

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

TA 2nd p

6-2-16

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Mann

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

TA 2nd
6-2-16

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

dam
manuela

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

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normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)

SEE TA @
4:50pm
6/1/16

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

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

G. Permanent part-time and Permanent Intermittent (PI) employees may receive a prorated amount of mentoring leave based upon their time base. For example, a half time employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to one hundred sixty [160] hours) to earn 3.3 hours of mentoring leave.

TA 4⁵⁰
6-2-16
Pam M...
JB

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

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.18 Work and Family Participation

A. Family Activity

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or nonschool family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating. However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act (Labor Code section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating. Family is defined as the

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

SEU-TA@
4:50pm
let's help

B. Family Crisis

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

TA 4⁵⁰ p
6-2-16
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work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract. Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor. The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

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Let's go

Brendy M...
Bruce Shef...
Sophia...
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Robert Vega...
Mary...
Randa...
Michael Gordon...
Brooke...
Margaret...

TA 4:50p-
6-2-16
Tom M...

Daisy
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Katherine...
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.19 Paid Time Off – Precinct Election Board

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

TA SEIU 1000

- Brenda J. Mork, Unit 1
- Bruce Sheel, Unit 3
- Sophio Peche BU4
- Brad Willis BU 11
- Robert Vega BU 14
- Max ~~Walter~~ BU 15
- Kimberly Carant BU 17
- Rhonda ~~Walter~~ BU 20
- Nygel ~~Carant~~ BU 21
- Brooke Pilsinger, Staff
- Margy ~~Walter~~

TA 6-2-16 2nd PT
Pam Manwiler

Pat Wilson
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 Marlene Schuttz
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.20 Blood Donation Programs

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

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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.23.1 Employment Development Department (EDD) Vacation Leave Policy (Unit 1)

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

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

A. Vacation Policy

1. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by EDD) request the same vacation time

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have ten (10) work days to turn in their completed bid form to the office manager or his or her designee.

- 4. For rounds one (1) and two (2) of bidding, the office manager or his or her designee shall approve vacation periods in the following manner. Each employee shall be granted their #1 priority choice unless it is taken by an employee(s) with more seniority as defined in paragraph A, section 1 above. The office manager or his or her designee shall then approve the employee's #2 choice unless it is taken by an employee(s) with more seniority. If necessary, the office manager or his or her designee shall go through all of an employee's subsequent bid choices in the same manner.
- 5. For any round of bidding, if an employee's bid list is exhausted, or if any part of an employee's consecutive day bid request cannot be granted, the office manager or his or her designee shall briefly confer with the employee, if the employee is available, for the purpose of obtaining another vacation bid before moving on to the next senior person in the

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

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

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

D. Open Vacation Bidding Period

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

E. Expedited Grievance Procedure

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

For the purpose of a grievance filed pursuant to section 8.1(K), Step 1 will be defined as the Director or

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Lina Dougherty
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designee. If the decision received is not satisfactory, the grievance may be appealed to Step 3 (CalHR) and will not be subject to the arbitration procedure.

F. Vacation Information

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

TA SEIU 1000

Brenda Moss

Wendy Malen

Shirley Ann

James Zues

Christy

8/23/16

Michelle

Crystal McCreary

Jane Ballin

John

Dolores

Karen DeWalt

Michelle Pontigo

Jean D. Coy

Harry Price

Jenit Sacs Undermott

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S. Sator

Wella Rabb

Lisa Douglas

Bob

Edmar



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.34 Organ Donation

Effective January 1, 2003, AB 1825 provides that employees who donate organs or bone marrow are eligible for paid leave. The following leave is extended to those employees who become an organ or bone marrow donor:

1. Employees who donate an organ(s) to another person shall be eligible for up to thirty (30) workdays of paid leave (Donor Leave) in any one year period. Employees who donate bone marrow to another person shall be eligible for up to five (5) work days of paid leave (Donor Leave) in any one year period.
2. The one-year period is the twelve (12) month period measured forward from the date an employee's first leave begins.
3. The one-year period for an organ donor is separate from the one year period for bone marrow donation.

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4. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
5. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
6. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
7. Donor Leave taken for donations is not a break in continuous service, relative to salary adjustments, leave accrual, or seniority normally accrued on paid leave.
8. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick or annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.
9. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical,

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Management Proposal

Bargaining Unit: 1, 3, 4, 11, 14, 15, 17, 20, 21

Exclusive Representative: SEIU, Local 1000

Article: 8

Subject: LEAVES

8.35 INTENTIONALLY EXCLUDED



Union Proposal
Master Table

Date _____

Proposal No: 1

LOCAL 1000 TA

The Union proposes the following language:

8.XX Time Off for Victims of Domestic Violence (Notice of Rights Under Labor Code 230.1)

Section 230.1 of the Labor Code specifies that employers with 25 or more employees may not discharge or in any manner discriminate or retaliate against an employee who is a victim of domestic violence, as defined in Section 6211 of the Family Code, for taking time off to seek medical attention for injuries caused by domestic violence, obtain psychological counseling related to an experience of domestic violence, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence. The provisions of this law apply to the State as an employer and to State employees.

As a condition for taking time off, the employee shall give the employer reasonable advance notice of the employee's intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the employer may require the employee to certify that the absence is a result of domestic violence in the form of a police report, a court order, or medical documentation. An employer would be required to maintain the confidentiality of any employee's request for time off pursuant to a

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S. Smith
Hayme S. Hernandez*

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provision of this law.

The law does not require an employer to compensate an employee for the time taken off under these circumstances, but the employee may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

An employee whose rights are violated under this section may be entitled to lost wages and reinstatement. An employer who willfully refuses to reinstate an employee under this Section may be guilty of a misdemeanor. This law also allows an employee to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations.

This Section does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by, the Federal Family and Medical Leave Act.

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Pat Wilson
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Marlene Schutz
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Union Proposal
Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

SEIU 1000 TA

9.1 Health Benefit Plans (Excludes Units 3 and 17)

A. Upon ratification the employer health benefits contribution for each employee shall be an amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous year. To be eligible for this

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Steve Blum
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contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

B. Dependent Vesting

Employees who first become eligible for health benefit enrollment on or after thirty (30) days following ratification of this agreement or who on that date are receiving fifty percent (50%) of the normal employer dependent portion of the contribution, shall be subject to a vesting schedule for the employer health contribution for dependents as follows:

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- 1. ~~75% of the normal employer dependent portion of the contribution upon initial enrollment;~~
- 2. ~~100% of the normal employer dependent portion of the contribution upon completion of twelve (12) months of service.~~

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Mabarette
Port
Edmund
Cynthia*

C.B. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

*Nathaniel
D. [unclear]
Pat Wilson
Stacy [unclear]
S. [unclear]
[unclear]*

D.C. Health Benefits Eligibility

1. Employee Eligibility - For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

2. Permanent Intermittent (PI) Employees

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

b. Continuing Eligibility – To continue health benefits, a PI

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SEIU 1000 TA

Brenda M...
Joseph...

Brad Wells

Robert Regan

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~~Ronald...~~

Myra...

Debra Perry

Marg...

employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

- 3. Family Member Eligibility - For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

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Union Proposal
Master Table

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Proposal No: 2

The Union proposes the following language:

SEIU 1000 TA

9.2 Dental Benefit Plans (Excludes Units 3 and 17)

A. Contribution Amounts

1. The State agrees to continue to pay the following contributions that went into effect January 1, ~~2013~~2016 for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Human Resources.

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a. The State shall pay up to ~~\$40.71~~ \$37.28 *6-1-16* per month for coverage of an eligible employee.

Jam monwiler

b. The State shall pay up to ~~\$72.36~~ \$65.09 per month for coverage of an eligible employee plus one dependent.

Jilly Tmavanette

c. The State shall pay up to ~~\$105.36~~ \$94.09 per month for coverage of an eligible employee plus two or more dependents.

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2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty-five percent (25%) of the total premium.

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B. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

C. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

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D. Coverage During First Twenty-Four (24) Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service during the twenty-four (24) month qualifying period. However, if no alternative plan

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or prepaid plan is available within a fifty (50)-mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

SEIU 1000 TA

Brendy MA
Joseph Penn
Brad Willis
Robert Vega
Mac Spurr
Ronald
Miguel Lopez
Brooke Puentes
Margaret Neely

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Jim
T. Maravette
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Cynthia
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D. Wilson
Stacy Mandula



Union Proposal
Master Table

Date _____

Proposal No: 2

The Union proposes the following rollover language:

SEIU 1000 TA

9.3 Vision Benefit Plans (Excludes Units 3 and 17)

A. Program Description Basic Plan

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

B. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

C. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.

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D. Enhanced Vision Plan Option

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

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following language:

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9.4 Rural/Out-of-State Supplemental Health Care Equity Program

SEIU Local 1000 TA

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Karen J...
Bruce Will
Robert Vega
May V...
K...
Ronald Jones
Miguel Corbin BuLi
Spoke P...
Margaret

- A. The State agrees to pay state employees headquartered out-of-state, or because of work location or residence cannot enroll in a CalPERS sponsored Health Maintenance Organization (HMO), \$1,200 per year.
- B. Employees headquartered out-of-state or because of work location or residence cannot enroll in a CalPERS sponsored HMO whose out-of-pocket medical expenses exceed the CalPERS sponsored HMO maximum out-of-pocket payment (MOOP), shall be reimbursed the actual expenses incurred above the CalPERS sponsored HMO MOOP up to their plan's MOOP.

~~The State and the Union agree that the provisions of this Section shall not extend beyond the sunset date of the Rural Health Care Equity Program (RHCEP), as defined in Government Code 22877.~~

~~Should future legislation be chaptered that provides funding for the RHCEP, the State~~

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Jim Marley
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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

9.5 Employee Assistance Program (EAP)

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6-2-16
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Manske

A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.

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B. Each department head or designee shall designate an EAP Coordinator who shall arrange for programs to implement this section. Employees who are referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee using the EAP, upon approval,

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may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or State Disability Insurance. A list of all EAP Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.

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C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.

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D. Upon request by the Union, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.

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

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The Union proposes the following rollover language:

9.6 Pre-Tax of Health and Dental Premiums Costs

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Brod Willis
Robert Vega
Mani Patta
Concetta
Ronna Jones
Margaret Corbin DU 21
Brooke Pierra
Margaret Madal

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

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Patty Adams
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Union Proposal
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Proposal No: 2

EIU 1000 TA

The Union proposes the following language:

~~9.8 Joint Union/Management Benefits Advisory Committee~~

~~A. The State and the Union agree to establish a Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet, at least, quarterly. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers, and standardization of benefit design, utilization, promotion, and cost, wellness and health promotion. This committee shall be advisory in nature.~~

~~B. The committee shall be comprised of an equal number of Union and management representatives, the total number to be determined by the CalHR. The committee shall be co-chaired by a labor and a management member.~~

~~C. Union members on the committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.~~

~~D. The CalHR will provide necessary staff to support the committee.~~

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Brad Willis
Robert Vega
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Union Proposal

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Proposal No: 1

The Union proposes the following rollover language:

9.10 Employee Injury on the Job

A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.

B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.

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C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

D. The State shall not use the DIR's Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

EU TA @
4:50pm
6/2/2016

Bruce Sheel
Joseph
Brad Willer
Robert Vega
Mans
Kandla
R. Wilson
Miguel
Brooke
M. K.

TA 4:50 pm
6-2-16
Pam

[Signature]
D. Wilson
S. Wilson
P. Wilson
S. Wilson
MS.
S. Wilson
T. Wilson
K. Wilson
S. Wilson
K. Wilson



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

9.11 Enhanced Industrial Disability Leave (EIDL)

A. An employee working in the CDCR who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave (IDL) benefits. Such injury must have been directly and specifically caused by an assault by a patient/client or inmate/ward, or parolee.

B. An employee working in the DDS, DSH, CDVA, or in the Special Schools in the CDE who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by an assault or in the restraining of an assaultive resident, patient, (individual), student, client, or member.

C. The EIDL benefits will be equivalent to the

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6-2-16*

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*AND
[Signature]*

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Kla Sek
SM*

S.Su

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of
BAY
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BW
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MLP
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of
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injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

- D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to an injury as delineated in A and B above, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.
- E. The decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

TA 2³⁰ P
6-5-16
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Mancini
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PK
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TW
SJB
pls
SM
DM

TA SEIU 1000

Brenda M...
Bruce Sheel
Suzanne...
Brad Willis
Robert Vega
Max Spatta
K. Cantor
Mina...
Miguel... BU 21
Brooke...
Margaret...

- G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.
- H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.
- I. If a claim is denied by the department director, the Union may request a review by CalHR.
- J. Within thirty (30) days of the ratification of this agreement, the parties will meet to discuss whether Bargaining Unit 3 employees working for the Department of Rehabilitation meet the criteria to be eligible for EIDL.

TA 2nd
6-2-16
Dan Manville
Pat Wilson
Rabby Ahmad
Kathy...
G. A...
S. H... 6-2-2016
A. H...
Marie Schutz
K. S...
S. S...
K. H...
Stacy
T. M...
S. M...



Union Proposal
Master Table

Date _____

Proposal No: 2

The Union proposes the following rollover language:

U 1000 TA

9.12 Flex/Elect Program

A. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code section 125 and related sections 105(b), 129, and 213(d). All participants in the Flex/Elect Program shall be subject to all applicable Federal statutes and rules, and any related administrative provisions adopted by the CalHR. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if in a limited-term or temporary authorization (TAU) position, must have mandatory return rights to a permanent position.

B. Employees, who meet the eligibility criteria stated in subsection A above, will also be eligible to enroll in a Medical Reimbursement and/or Dependent Care Reimbursement account under the Flex/Elect Program.

C. The State shall continue its current practice on a cash option in the Flex/Elect Program for employees who have qualifying group coverage.

TA 10:41am
6-17-16

Pam
manila

J. Williams

Marlene
Schultz

D. Wilson

T. Mavandeh

P. Panyu

H. H.

K. S. Sch

W. H.

C. H.

P. H.

J. H.

K. H.

J. H.
L. H.
J. H.

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D. PI employees are eligible to participate in the Flex/Elect Program as described in article 18 of this Contract.

SEIU 1000 TA

Brenda M
Bruce Green
Josh
Brad Willis
Robert Vega
Myra
Curt
Ramon
Myra
Booker
Margaret

TA 10:41am
6-7-16
Pam

S. Miranda
Marlene Schultz
Pat Wilson
Tran
S. Somo
H. L.
K. S.
R. J.
S. S.
N. J.
H. M.
S. J.
K. J.
J. J.
J. J.



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.13 Long-Term Care Insurance Plan

- A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the CalPERS. The employee's spouse, parents, spouse's parents, are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.
- B. The long-term care insurance premiums and the administrative cost to CalPERS and the SCO shall be fully paid by the employee and are subject to payroll deductions.

TA SEIU 1000

Brendy Moh, Unit 1

Bruce Friel, Unit 3

Sophia Parker BU4

Brad Willis BU 11

Robert Vega BU 14

Man ~~Stallion~~ BU 15

Kimberly Carant BU 17

Roma ~~John~~ BU 20

Myel ~~Condo~~ BU 21

Beulah Pempin, Staff

TA 230
6-2-16
Dana Wilson
Patty Adman
Kathy [Signature]
S. [Signature] 6-2-2016
H. [Signature]
M. [Signature]
K. [Signature]
J. [Signature]
I. [Signature] S. [Signature]
S. [Signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.14 Temporarily Disabled Employees

A. When an employee claims to be temporarily disabled and prevented from performing his/her usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.

B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.

C. Any disputes arising out of this section may only be appealed through the SPB's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

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4000

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.15 Industrial Disability Leave (IDL)

A. Employees who suffer an industrial injury or illness and would otherwise be eligible for Temporary Disability (TD) benefits under the Labor Code will be entitled to IDL as described in Article 4 of the Government Code, beginning with section 19869. IDL will be paid in lieu of TD benefits.

B. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.

C. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL payments shall be allowed after two (2) years from the first day (i.e., date) of disability.

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4:50pm
6/1/2016

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Pat Wilson
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4:50pm
6/2/2016

D. The employee may elect to supplement payment from the twenty-third (23rd) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

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E. Temporary Disability with supplementation, as provided for in Government Code section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS during the first fifty-two (52) weeks, after the first date of disability, within a two (2)-year period.

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6-2-16
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F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in the Labor Code and supplementation, as provided in Government Code section 19863.

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D. Wilson

G. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are

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MS
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Pat Wilson
Lopez
AR

not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

Sav TA@4:50pm
6/2/2014

Mandy Mott

Bruce Shuff

Bob Wilber

Robert Vega

Yuan Yatter

Amelisa

Denise

Yves Landon

David Mott

TA 4:50 p

6-2-16
Sam Manville



SJA

Dr. [Signature]
PJ [Signature]

SSU [Signature]

MO [Signature]

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Tnavarette

Kla [Signature]
Khaque
Pat Wilson



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.16 Group Legal Service Plan

The State of California agrees to contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

TA SEIU 1000

Brenda J. Mork, Unit 1

Bruce Theel, Unit 3

Sophia Pecher BU 4

Brod Willis BU 11

Robert Vega BU 14

~~Maria Salazar~~ BU 15

Kimberly Coumont BU 17

~~Roma Jones~~ BU 20

Mylene Galvan BU 21

Brooke Perry, Staff

Margie Melch

TA 2-30-P
6-2-16
Team Manager
Pat Wilson

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S. Samra 6-2-2016

H. Huan

Madeline Schultz

K. Vanich S. Murn

Outing SSA

Ichaynie Mavarrette

[Signatures]
Patty Edman

Insurance Code section 2655.

2. The State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of twenty-six (26) weeks and for PFL up to a maximum of six (6) weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an employee's SDI leave extends past twenty-six (26) weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.
3. Employees participating in the Rural Health Care Equity Program (article 9.4) shall continue eligibility as long as they are not remitting their health, dental and vision premiums directly to the healthcare providers.
4. If an employee is released by their physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), personal necessity leave (PNL-BU 3) or sick leave balances to supplement their SDI benefits.

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 6-13-16
 Pam Maxwell
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 Pat Wilson
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5. SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, PNL (BU 3), or annual leave may be used to cover this period in its entirety.

6. A seven (7) day waiting period is required for PFL through December 31, 2017, therefore, sick leave, vacation, CTO, holiday, PLP, PNL (BU 3), or annual leave may be used to cover this period in its entirety. Beginning on January 1, 2018, an employee taking PFL as described in section A(1) to care for a family member will be eligible for benefits without the seven (7) day waiting period if the employee meets the requirements of section 3303 of the California Unemployment Insurance Code.

67. An employee may elect to supplement their SDI benefit with leave integration up to forty (40) hours per month of their accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), PNL (BU 3), or sick leave balances. If an employee elects to use annual leave or sick leave to supplement, it may affect the SDI benefits. An employee's combined SDI benefit and use of leave credits cannot exceed their regular monthly gross (less mandatory reductions) pay. Within one week of being disabled from work, the employee or his/her representative must contact their departmental personnel office to provide information on the following:

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Stephanie Port
Chayman
April 13
S. S. S. S.
Mawarrette
JJA

Pat Wilson

SAGE
April 13
2016

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- a. The date the disability/illness commenced;
- b. The estimated duration of the disability;
- c. A phone number where the employee can be reached;
- d. The election of leave credits usage during the first week of disability;
- e. The number of hours in a month to be charged to leave credits;
- f. Whether or not the employee is planning to file for SDI;
- g. The election to supplement leave credits with SDI benefits;
- h. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper supplementation of benefits and payment.

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 6-13-16
 Pam Manville

B. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable

mayonnaise
 Stephanie
 Chayni
 Amelle

Pat Wilson

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or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits.

C. Current State employees who transfer into this bargaining unit who are eligible for ENDI and NDI benefits prior to transfer shall be entitled to retain their ENDI and NDI eligibility for six (6) months.

D. When the State Controller's Office resumes its effort to modernize the state's current payroll system, the State agrees to meet with the Union to discuss the feasibility of integration of SDI benefits.

SEIU 1000 TA

Brandy M...
Bruce...
Sophia...
Brad...
Robert...
Mary...
My...
Susan...
Margaret...

PA 426
6-13-16
Tom...
M...
Stephan...
Chay...
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Trav...
Pat Wilson
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.22 Health Benefits Advisory Committee

As a part of the Joint Union Labor Management Benefits Advisory Committee, CalHR will arrange, with the assistance of CalPERS, for representatives of the major California health care providers to give educational forums. In these educational forums, health care providers will be asked to discuss cost containment methods, plan design, operational changes, and methods to improve member(s) overall health.

SEIU TA @
4:50pm
6/1/2016

Mandy Mott
Bruce Sheel
Suzanne
Brad Keller
Robert
Max
Vanessa
Richard
Miguel
Brooke
Margaret

4:50 p
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Margarette
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.23 Medical Reimbursement Account Workgroup

The parties agree to discuss health benefit costs for state employees whose headquarters are outside the state of California. The workgroup will consist of Franchise Tax Board, Board of Equalization, CalPERS, SEIU and CalHR. The parties agree to begin meeting upon ratification of the agreement.

The parties understand that the health plans administered by the CalPERS Board are not subject to change through negotiation.

SEIU 1000 TA

Burt J. Mitt
Bruce Theel
Sophie Pen
Brad Wilkin
Robert Vega
Dora Cooper

Caravita
Rouche
Myra Co

TA
6/16/16
9:30
Tammanita
Pat Wilson
mam

Martini Schultz
SSort
JB
Chaynie
Stephanie Pat
Cynthia
P. Smart



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

XX.X Prefunding of Post-Retirement Health Benefits

The State and Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21; and, agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

A. Beginning July 1, 2018, the State and Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 will prefund retiree health care, with the goal of reaching a fifty percent (50%) cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2020. The amount of employee and matching employer contributions required to prefund retiree health care shall increase by the following percentages of pensionable compensation:

1. July 1, 2018: by 1.2 percent.
2. July 1, 2019: by 1.1 percent, for a total of 2.3 percent.
3. July 1, 2020: by 1.2 percent, for a total of 3.5 percent.

SEIU Local 1000 TA

Brandy Mills
Bruce Sheel
Sophia Khan

Brad Wells
Robert Vega
Mary Skutte
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Kenna...
My...
Marilyn...

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Amanda...
Stacy...
Pat Wilson
Patty...
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Marilyn...

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

All bargaining unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than half-time, do not contribute. The employee prefunding contribution for a permanent intermittent employee shall be based on a ratio comparing their annual scheduled hours of work in comparison to those of a corresponding permanent employee for that position. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 shall begin contributing immediately, unless they are not subject, as set forth above.

SEIU Local 1000 TA

Brenda J. Mohr
Bruce Sheef
Sasha Miller
Brad Wells
Robert Segg

Maria Miller
Ronald
Wynne Cole
Marshe

TA 248
P. 316
John
Mawh
SAB
Chad
John

John
S. Sabor
Cynthia
Stacy
D. Sabor
Pat Wilson
Patty Smart
Alecia
Marilyn
Monica
D. Sabor
Marilyn Schutt

C. Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office. Positive pay employee contributions shall be taken in arrears, based on the prior month's hours worked. Positive pay employees paid semi-monthly, will have the whole month's contributions withheld from the second warrant during each monthly pay period.

SEIU Local 1000 TA

Bruno J. M...
Bruce Wheel
Sophie...
Brad Willet
Robert Figa
Mary Salter
K...
R...
M...
Margaret

1. Employees with a single hourly appointment shall have contributions withheld only up to the amount that would have been deducted had the employee held a full-time appointment.

2. Employees with an appointment subject to OPEB prefunding and an additional appointment in a bargaining unit not subject to OPEB prefunding, shall have contributions withheld only from the appointment subject to OPEB prefunding.

3. Employees with multiple appointments subject to OPEB prefunding shall have contributions computed by combining all subject appointments, provided the results do not exceed the amount earnable in full-time employment, as follows:

a. Employees with a full-time appointment and an additional appointment (e.g., hourly), shall have contributions withheld from the full-time appointment only.

b. Employees with multiple part-time or hourly appointments, shall have contributions withheld from any/all appointments, up to the amount that would have been deducted had the employee held a full-time appointment.

If an employee has multiple hourly appointments, the highest pay rate will be used to compute what the deduction would be if the employee held a full-time appointment at that pay rate. For employees with a part-time and hourly

TA 245
12-3-14
Tom...
Robert...
John...
S. Sa...
Cynthia...
Stacy...
Pat Wilson
Patty...
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appointment, the deduction amount will be computed based upon the part-time appointment's pay rate.

SEIU Local 1000 TA

Brenda Mob
Bruce Sheef
Suzanne
Brad Waller
Robert Vega
Mary Stettin
K. Conant
Linda
Muel Anderson
Margaret

D. Contributions will be deposited in a designated state subaccount for SEIU Local 1000 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree health and dental benefits to state annuitants and dependents associated with SEIU Local 1000 Bargaining Units. As defined in Government Code Section 22940, a designated state subaccount is a "separate account maintained within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."

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

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

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

245
12-3-16
Tamman
S. S. Sabh
Cynthia
Henry
D. Wilson
Patty
Alden
Mary Ann
Mouche
D. Wilson
Marilyn Schuttz



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.1 Health and Safety Commitment

The State is committed to providing a safe and healthy work-place for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

TA SEIU 1000

Branch of Mod
Bruce Sheel
Joseph
Brad Miller
Robert Vega
Max
K. Camp
Ramon
Mylene Calve BO 21
Brooke Pierra
Maam

TA 6-2-16 2:30pm
DAM manville

D. Wilson
Dennis
J. Klayman
Manville
S. Smith
K. Smith
W. Smith
M. Smith

hour institutions agree to continue local worksite health and safety committees.

- C. Employees appointed to serve on the committee shall serve without loss of compensation.
- D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.
- E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

TA SEIU 1000

Brend J. Mitt
Bruce Sheef
Joseph Bern
Brad Weller
Robert Vega
John J. Papp
Angela
Kathleen
Boris
Nique Cardon Buz
Brooke P...
Christine

TA 6-2-16 2:30 pm
Pam Manweiler

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John



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.3 Occupational Hazards

When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to perform some other task away from the occupational hazard(s) or proclaim the area safe and direct the employee to proceed with his/her assigned duties. This direction shall normally be after consulting with higher level supervisory or management staff. If the Union or the employee still believes the unsafe condition(s) exist, the Union or the employee may file a grievance alleging a violation of this section in accordance with the Health and Safety grievance procedure.

TA SEIU 1000

Brenda J. Mott

Bruce Sheel

Brad Wells

Robert Vega

Man Stull

Courtney

Ronnie Jones

Miguel Conlon BU21

Brooke Piempa

Nargan Meed

TA 6-2-16 2:30 pm
Pam Hanwiler

D. Johnson

[Signature]

S. Sch

[Signature]

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Khayie Hanwiler

[Signature]

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA @ 4:50pm 10.6 Emergency Evacuation Procedures
letpay

- A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees.
- B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the CalHR level shall be final.

Andy Mitt
Bruce Thal
Shylen
Red willis
Robert Legg
Alan Smith
Nessa Galt
Roma
Jill Condo
Brooke Pierce
Margaret Macdon

TA 4:50 P
 6-2-16
 Pam manwiler

Chayna
Marlene Schultz
Darius
Pat Wilson
John
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Chayna
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.7 Protective Clothing (Excludes Unit 17 and Unit 21)

A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.

B. "Protective Clothing" means attire, that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of their duties. Protective clothing provided pursuant to this Contract is State owned or leased property which will be maintained by the State. Damaged protective clothing, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

TA SEIU 1000

Brenda M...
Bruce...
Joseph...

Bruce...

Robert...

Henry...

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TA 6-2-16 2:30 pm
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D. Wilson
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James
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.9 Safety Equipment (Excludes Units 15, 17 and 21)

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

- A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.
- B. The State shall provide training in the use of safety equipment required in the performance of the job.
- C. Employees may request additional safety equipment if they feel it may add to their overall safety.
- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

TA SEIU 1000

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 Andy Mott
 Bruce Thiel
 Brad Miller
 Robert Vega
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 Sidota Prampa
 Craig Nech

TA 16-2-16 2:30 pm
 Pam Manville

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.10 Medical Monitoring (Excludes Units 14, 17 and 21)

Medical monitoring programs shall be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and they will take into account the status of current technology and scientific recommendations for such programs, and the need for specified departmental programs.

TA @ 4:50pm
6/2/2016

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TA 4:50 p
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Union Proposal
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Proposal No: 1

The Union proposes the following language:

SEIU 4:50pm
UNION TA
6/2/2016

10.11 Hazardous Materials (Excludes Units 15, 17, 20, and 21)

A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.

B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exists:

TA 4:50p
6-2-16
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1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;
2. The employee is required to use/handle the substance; or
3. It is necessary to update or otherwise train an employee in its use.

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Gennady
AA

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T. Marquette
Pat Wilson
P. Schmitt

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

10.12 Employee Restroom Facilities

To the extent possible, where both male and female employees are employed at a permanent work site, the State will provide separate restroom facilities which are also separate from those facilities provided to inmates, wards, residents, patients, members, and students.

TA SEIU 1000

- Brenda J. Mott, Unit 1
- Bruce Sheel, Unit 3
- Sophia Peche BU 4
- Brod Miller BU 11
- Robert Vega BU 14
- Man Walker BU 15
- Kimberly Cavant BU 17
- Ronald [unclear] BU 20
- Miguel [unclear] BU 21
- Leslie [unclear], Staff
- Mason [unclear]

TA 6-2-16 2:30pm
Pam Manwiler

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

10.13 Access to Work Areas 24 Hours (Excludes Unit 17 and Unit 21)

- A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.
- B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from their work areas during their normal work hours.

SEIU @ 4:50pm
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Union Proposal

Master Table

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Proposal No: 1

The Union proposes the following rollover language:

10.14 Personal Alarms (Excludes Units 15, 17 and 21)

A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request.

B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.

C. Any institution currently providing such personal alarm devices will continue to do so.

D. This provision shall not supersede any existing departmental or institutional policy governing the use of personal alarms.

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Handwritten signatures: Mark..., S. Saleh, S. Saleh, Anthony, P. Amant



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.18 Referral of Assault/Battery (Excludes Units 4, 11, 15, 17 and 20)

The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

SEIU 1000

4:50pm

6/2/16

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Robert Vega

Myel Cole

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Mary Murt

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Tom Marnick

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

10.19 Assaultive Behavior (Excludes Units 3 and 17)

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.

SEIU TA@4:50pm
6/2/2016

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6-2-16
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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

10.21 Workplace Violence and Bullying Prevention

The State and the Union developed a model Workplace Violence and Bullying Prevention program. Each department shall maintain a Workplace Violence and Bullying Prevention Program that meets the existing mutually agreed upon model program. The department program shall be in writing and distributed and/or made available to all employees.

SEIU TA @ 4:50pm
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Pam Manville

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Brad Miller
Robert Vega
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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

10.22 Computer Work Stations

- A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union/Management Video Display Terminal Committee Report.
- B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the "Easy Ergonomics for Desktop Computer Users" booklet which will be available to all departments for training purposes.
- C. Upon the request of the employee, the State shall provide an ergonomic evaluation of the employee's primary workstation by a trained evaluator.
- D. The State shall take action as it deems

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TA 6-2-16 2:30
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necessary to make the following equipment available to all employees that use computers:

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1. Glare screens;
2. Document holders;
3. Adjustable chairs;
4. Ergonomic keyboards;
5. Foot and wrist rests;
6. Telephone headsets;
7. Ergonomic computer table and supports;
8. Wheeled carriers;
9. Alternative pointing devices (rollerball, trackball, touch-pad, etc.) as necessary.

Additionally, the State shall take action as it deems necessary to mitigate glare from the workplace, such as, rearrangements of the work stations to avoid glare on monitors and on terminal screens from windows and ceiling luminaries, or providing other measures to reduce the glare from light sources.

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In the event that the State modifies existing or creates new policies regarding computer work stations, written notice and an opportunity to meet and confer over the impact of such changes will be provided to the Union in accordance with the provisions of Section 24.1 of this Agreement.

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Bruce Sheff

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Brad Willis

Robert Vega

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Pam Manwiler

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.23 Independent Medical Examinations

TA SEIU 1000

Brenda Wood
Bruce Shel
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Bruce Willes
Robert Heger

A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/ her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.

B. If the State, after the independent medical examination, determines that the employee cannot perform the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

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Donna...
Julia...
Brooke...
Mary...

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

10.25 Infectious Disease Control (Excludes Units 15, 17, 20 and 21)

A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in the Departments of Health Care Services, Public Health, Veteran's Affairs, DIR, DDS, DSH, CDCR, and the California Environmental Protection Agency (CalEPA) whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the worksite, the State shall notify potentially exposed employees.

SEIU-TA@
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D. Infectious Disease Control Training shall include, but not be limited, to bloodborne and airborne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

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4:50pm
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Bruce G
Josh P
Bob W
Robert A
Brooke P
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L. M.
Maureen Schultz
J. Linn
T. Mavarette
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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

10.26 Precautions Against Exposure to Bloodborne Pathogens

- A. The Department of Corrections and Rehabilitation (CDCR), State Hospitals (DSH), Veteran's Affairs (DVA), and Developmental Services (DDS) shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne pathogens. Examples of guidelines the departments may use are the Joint Advisory Notices issued by the Department of Labor, Department of Human Services, and guidelines issued by the Centers for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.
- B. CDCR, DSH, DVA, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the

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cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.

H. The Union will bring concerns regarding health and safety issues to the local Health and Safety Committee for resolution.

I. CDCR, DSH, DVA, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 section 5193 of the California Code of Regulations.

J. If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

TA SEIU 1000

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Bruce Theel
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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

10.27 Remodeling/Renovations and Repairs

A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.

B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.

C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.

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D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.

E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.27 (Remodeling/Renovations and Repairs).

STU TA @
4:50pm
6/2/2016

Handwritten signatures and notes on the left side of the page, including names like "Bridgette", "Robert Vega", "Ma", "Cora", "Dore", "Prermpa", "Ma", "Cora", "Dore", "Prermpa", "Ma", "Cora", "Dore", "Prermpa".

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6-2-16
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Union Proposal
Master Table

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Proposal No: 1

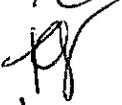
The Union proposes the following rollover language:

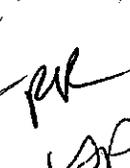
10.28 Pest Control

- A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/ grounds, the department will provide at least forty-eight (48) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.
- B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Normally, the chemical application will take place during hours when the building is closed for business.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.

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- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."
- F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.28 (Pest Control).

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 Megal Colton
 Brooke Pierra
 Angela Meador

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Pam Manweiler

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

10.30 Health and Safety Grievances

- A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.
- B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.
- C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.
- D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any

SEIU TA@
4:50pm
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SEIU Local 1000 4:50pm
Leporello

immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

1. Health and Safety Grievance – Step 2

a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.

b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the SEIU Local 1000 Headquarters.

2. Health and Safety Grievance – Step 3

a. If the grievant is not satisfied with the

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decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the CalHR as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected department(s).

- b. The Director of the CalHR or designee shall respond to the grievance in writing within fourteen (14) calendar days.
- c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.
- d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.
- e. Arbitration shall be in accordance with section 6.11(B) of this article unless otherwise provided.

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4:50pm
6/2/2016

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Union Proposal
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Date _____

Proposal No: 3

The Union proposes the following language:

11.1 Salaries

A. SEIU Local 1000 eligible employees shall receive a General Salary Increase (GSI) of four percent (4%) effective July 1, 2017, a GSI of four percent (4%) effective July 1, 2018, and a GSI of three and a half percent (3.5%) effective July 1, 2019.

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

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Union Proposal
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Proposal No: 2

The Union proposes the following language:

11.XX Signing Bonus

A. Upon ratification of the MOU, SEIU Local 1000 represented employees shall receive a one-time bonus of two thousand five hundred dollars (\$2,500) as follows:

SEIU Local 1000

Brenda J. Mink
Bruce Chief
Scott Par
Brenda Willis
Robert Vega
Manuel
K. Cant

1. Permanent and limited term full time employees who were on payroll as of December 2, 2016 and who remain employed as of the date of ratification, shall receive two thousand five hundred dollars (\$2,500); or
2. Permanent and limited term part time employees who were on as of payroll on December 2, 2016 and who remain employed as of the date of ratification, shall receive two thousand five hundred dollars (\$2,500); or
3. Employees holding a TAU appointment who were as of payroll December 2, 2016 and who remain employed as of the date of ratification, and who were paid for five hundred nineteen (519) or more hours (Intermittent appointment) or the equivalent of five hundred nineteen (519) hours (full time and part time appointment) during the twelve (12) month period of December 1, 2015 through December 2, 2016, shall receive two thousand

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five hundred dollars (\$2,500). An employee holding a TAU appointment with prior permanent status who accepts a TAU appointment without a break in service shall be entitled to the bonus under Criteria 1 and 3 above; or

4. Permanent, limited term and seasonal intermittent employees who were on payroll as of December 2, 2016 and who remain employed as of the date of ratification, and were paid for five hundred nineteen (519) or more hours during the twelve (12) month period of December 1, 2015 through December 2, 2016, shall receive two thousand five hundred dollars (\$2,500).

- B. Any employee who holds multiple appointments and is represented by SEIU Local 1000 shall receive two thousand five hundred dollars (\$2,500) if their combined time base is equal to or greater than one-quarter (1/4) time.
- C. The bonus received by the employee shall not be considered as compensation for the purpose of retirement contributions.

SEIU Local 1000

Brenda Mohr
Bruce Wheel
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Robert Vega
Maur Skelton
K Cavant

~~Paul~~
~~Ronald~~
Nigel Cochran
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- a. Program Specialist I, Franchise Tax Board (4364) – five percent (5%);
- b. Program Specialist II, Franchise Tax Board (4365) – five percent (5%); and
- c. Program Specialist III, Franchise Tax Board (4366) – five percent (5%).
- 5. Property Appraiser (Board of Equalization) Series
 - a. Assistant Property Appraiser (Board of Equalization) (5439) – five percent (5%);
 - b. Assistant Property Auditor Appraiser (Board of Equalization) (5441) – five percent (5%);
 - c. Associate Property Appraiser (Board of Equalization) (5444) – five percent (5%);
 - d. Associate Property Auditor Appraiser (Board of Equalization) (5448) – five percent (5%);
 - e. Senior Specialist Property Appraiser (Board of Equalization) (5449) – five percent (5%); and
 - f. Senior Specialist Property Auditor Appraiser (Board of Equalization) (5453) – five percent (5%).
- 6. Tax Compliance Series
 - a. Tax Compliance Representative (8695) – five percent (5%); and
 - b. Senior Tax Compliance Representative (8687) (Specialist) – five percent (5%).
- 7. Compliance Representative, Franchise Tax Board Series
 - a. Compliance Representative, Franchise Tax Board (8619) – five percent (5%);
 - b. Senior Compliance Representative, Franchise Tax Board (8620) – five percent (5%); and

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Tom Manville

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SEIU LOCAL 1000 TA

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- c. Principal Compliance Representative, Franchise Tax Board (8622) – five percent (5%).
- 8. Business Taxes Representative and Business Taxes Compliance series
 - a. Business Taxes Representative (8690) – five percent (5%); and
 - b. Business Taxes Compliance Specialist (8694) – five percent (5%).
- 9. Financial Institutions Examiner Series
 - a. Financial Institutions Examiner (4101) – five percent (5%); and
 - b. Senior Financial Institutions Examiner (4102) – five percent (5%).
- 10. Aviation Safety Officer II (5672) – five percent (5%)
- 11. Public Utilities Regulatory Analyst Series
 - a. Public Utilities Regulatory Analyst I (4592) – fifteen percent (15%);
 - b. Public Utilities Regulatory Analyst II (4593) – fifteen percent (15%);
 - c. Public Utilities Regulatory Analyst III (4611) – fifteen percent (15%);
 - d. Public Utilities Regulatory Analyst IV (4615) – fifteen percent (15%); and
 - e. Public Utilities Regulatory Analyst V (4616) – fifteen percent (15%).
- 12. Personnel Specialist Series
 - a. Personnel Specialist (1303) – two and one half percent (2.5%); and
 - b. Senior Personnel Specialist (1317) – two and one half percent (2.5%).
- 13. Payroll Specialist Series

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- a. Payroll Specialist (1311) – two and one half percent (2.5%); and
- b. Senior Payroll Specialist (1315) – two and one half percent (2.5%).
- 14. Tax Auditor, Employment Development Department Series
 - a. Tax Auditor, Employment Development Department (4336) – five percent (5%);
 - b. Associate Tax Auditor, Employment Development Department (4339) – five percent (5%); and
 - c. Staff Tax Auditor, Employment Development Department (4341) – five percent (5%).
- 15. Tax Auditor, Board of Equalization Series
 - a. Tax Auditor, Board of Equalization (4267) – five percent (5%); and
 - b. Associate Tax Auditor, Board of Equalization (4281) – five percent (5%).
- 16. Tax Auditor, Franchise Tax Board Series
 - a. Tax Auditor, Franchise Tax Board (4362) – five percent (5%); and
 - b. Associate Tax Auditor, Franchise Tax Board (4361) – five percent (5%).
- 17. Correctional Case Records Analyst (1152) – two and one half percent (2.5%)
- 18. Right of Way Agent Series
 - a. Right of Way Agent (4959) – five percent (5%); and
 - b. Associate Right of Way Agent (4965) – five percent (5%).
- 19. Environmental Planner Series
 - a. Environmental Planner (4640) – five percent (5%);

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- b. Environmental Planner (Archeology) (4617) – five percent (5%);
 - c. Environmental Planner (Architectural History) (4618) – five percent (5%);
 - d. Environmental Planner (Natural Sciences) (4635) – five percent (5%);
 - e. Associate Environmental Planner (4711) – five percent (5%);
 - f. Associate Environmental Planner (Archeology) (4634) – five percent (5%);
 - g. Associate Environmental Planner (Architectural History) (4642) – five percent (5%);
 - h. Associate Environmental Planner (Natural Sciences) (4680) – five percent (5%); and
 - i. Associate Environmental Planner (Socioeconomic) (4682) – five percent (5%).
20. Transportation Planner Series
- a. Transportation Planner (4768) – five percent (5%);
 - b. Associate Transportation Planner (4721) – five percent (5%); and
21. Pension Actuary Series
- a. Associate Pension Actuary (5436) – fifteen percent (15%); and
 - b. Senior Pension Actuary (5461) – fifteen percent (15%).
22. Casualty Actuary Series
- a. Associate Casualty Actuary (6087) – fifteen percent (15%); and
 - b. Senior Casualty Actuary (6085) – fifteen percent (15%).
23. Life Actuary Series

Handwritten notes: "TA 2nd 12-3-16 Jan Manilla"

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Paul...
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John D. Coy
Karen Devoll

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James...
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Harry Price

- a. Associate Life Actuary (6089) – fifteen percent (15%); and
- b. Senior Life Actuary (6086) – fifteen percent (15%).
- 24. Actuarial Assistant, CalPERS Series
 - a. Actuarial Assistant Trainee, CalPERS (5509) – fifteen percent (15%);
 - b. Actuarial Assistant, CalPERS (5552) – fifteen percent (15%); and
 - c. Senior Actuarial Assistant, CalPERS (5632) – fifteen percent (15%).
- 25. Guide, Historical Monument Series
 - a. Guide Trainee Historical Monument (2791) – five percent (5%);
 - b. Guide I, Historical Monument (2794) – five percent (5%); and
 - c. Guide II, Historical Monument (specialist) (2740) – five percent (5%).
- 26. Workers Compensation Consultant (9210) – five percent (5%)
- 27. District Sales Representative (1790) – five percent (5%)
- 28. Energy Facility Siting Series
 - a. Planner I Energy Facility Siting (4734) – five percent (5%); and
 - b. Planner II Energy Facility Siting (4756 – five percent (5%).
- 29. Insurance Examiner Series
 - a. Insurance Examiner (4420) – five percent (5%); and
 - b. Associate Insurance Examiner (4412) – five percent (5%).

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.3 Salary Definitions (Excludes Unit 17)

Units 1, 3, 4, 11, 14, 15, 20 and 21 hereby agree to support putting the following changes to Article 5 of the CalHR regulations into effect provided all bargaining units agree to the same. As used in this article, terms are defined as follows:

- A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect five percent (5%) increments between the minimum and the maximum salary rates. Each five percent (5%) shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate five percent (5%) for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.
- B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the

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nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).

C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.

D. "Range differential" is the difference between the maximum rate of two (2) salary ranges.

E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.

F. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.

G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another

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salary range. Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

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Union Proposal
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Proposal No: 4

The Union proposes the following language:

11.4 Timely Payment of Wages

A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued on the next business day following within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions), in accordance with departmental policy;

2. When a regular paycheck is late for reasons other than 1 above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No

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more than four (4) salary advances per calendar year may be issued under these circumstances;

3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the State Controller's warrant for the pay period.

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

C. This provision does not apply to those employees who have direct deposit.

D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.

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

F. Overpayments or any other payroll errors shall be administered in accordance with Government Code section 19838 except as otherwise provided

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in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.

G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.

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Brandy M
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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

11.8 Night Shift Differential (Excludes Units 14, 15, 17, and 21)

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

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

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

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

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Union Proposal
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Proposal No: 3

The Union proposes the following language:

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11.9 Bilingual Differential Pay (Excludes Units 17 and 21)

Bilingual Differential Pay applies to those positions designated by the CalHR as eligible to receive bilingual pay according to the following standards:

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the CalHR. (Time should be an average of the time spent on bilingual activities during a given fiscal year);
2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:

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State service appointment while on bilingual status.

- H. WWG 2 employees will receive bilingual salary compensation for overtime hours worked.
- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay should be included in the rate used to calculate Temporary Disability, Industrial Disability, and State Disability leave benefits.
- K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.
- L. The Union and the State will conduct a joint study to examine the delivery of bilingual services. The study will be completed by January 2018. Upon completion, participants will schedule and meet with the Director of CalHR to advise him/her of the findings of the study.

The study will include, but not be limited to, the following:

1. Information about the State Bilingual Certification Program and its effectiveness;
2. Workload associated with verbal vs written translations;

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3. Impact upon employees who perform bilingual services vs. those who do not;
4. Use of tactile interpretation and the impact to employees.

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Proposal No: 1

The Union proposes the following rollover language:

11.10 Sustained Superior Accomplishment Awards

Sustained Superior Accomplishment Awards shall not be considered "compensation" for purposes of retirement.

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The Union proposes the following rollover language:

11.11 Union/Management Committee on State Payroll System

The parties agree to continue the Union/Management Committee that advises the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system. The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the CalHR shall designate a chairperson of the committee. The Union may have one representative from each bargaining unit who shall serve without loss of compensation.

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The Union proposes the following rollover language:

11.12 Deferred Compensation Plans

A. Employees are eligible to participate in the State of California, Department of Human Resources, 401(k) and 457 plans offered through the Savings Plus Program (SPP).

B. Employees who are eligible under Internal Revenue Code section 403(b) are eligible to participate in the 403(b) Plan as administered by the State Teachers Retirement System.

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Proposal No: 1

The Union proposes the following rollover language:

11.13 Tax Deferral of Lump Sum Leave Cash-Out Upon Separation

- A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the Savings Plus Program (SPP).
- B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than sixty (60) days prior to his/her date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the timing and amount of annual deferrals.

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- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "overdefers" exceeding the limitation on annual deferrals).
- E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing plan document (which may at the State's discretion be amended from time to time), and applicable Federal and State laws, rules and regulations.
- F. Disputes arising under this section of the Contract shall not be subject to the grievance and arbitration provisions of this Contract.

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Union Proposal
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The Union proposes the following rollover language:

**11.17 Recruitment and Retention Differentials
(Excludes Unit 17)**

- A. Upon approval by the CalHR, a department may provide a monthly recruitment and retention differential to employees.
- B. This differential may be authorized for specific classifications in specific geographic locations or facilities.
- C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to the CalHR.
- D. Less than full-time permanent employees and PI employees may receive a recruitment and retention differential on a pro rata basis.
- E. The amount and location of such differentials is neither grievable nor arbitrable.

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Union Proposal
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Proposal No: 1

The Union proposes the following language:

11.20 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley, and Centinela, High Desert, California Correctional Center, and Pelican Bay State Prisons (Excludes Units 17, 20 and 21)

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A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley, or Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of two thousand ~~four~~^{six} hundred dollars (\$~~2,400~~^{2,600}), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

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B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Chuckawalla Valley, ~~or~~ Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons, there will be no pro rata payment for those months at either facility.

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C. If the department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.

D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla Valley, ~~or~~ Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.

E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.

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

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• Joseph...
• Ronald...
• Robert...
• Maria...

Booker...
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Pat Wilson
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+ Navarrette
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G. Employees on IDL shall continue to receive this stipend.

H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months' maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of two thousand foursix hundred dollars (\$2,4002,600).

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- Bundy Mot
- Bruce Thompson
- Byrd
- Bradwell
- Robert
- Mary S. Keller

I. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such payments, and the amount of such payments rests solely with the State and that decision is not grievable or arbitrable.

- Booker
- Booker
- Mary

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- Pam Manville
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- Marlene Schultz
- T. Mawarrette
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Management Proposal (Roll Over Language)

Bargaining Unit: 1

Date:

Exclusive Representative: SEIU

Article: 11.22.1 Institutional Work Supervision Pay Differential

Subject: Salaries

11.22 Institutional Worker Supervision Pay Differential

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A. Unit 1 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred seventy-three (173) hours a pay period shall, subject to the approval of the CalHR, receive a pay differential of three hundred twenty-five dollars (\$325) per qualifying pay period. This differential shall be called Institutional Worker Supervision Pay (IWSP).

B. The pay differential shall not be subject to CalPERS deductions for either the employee or the State.

C. The pay differential shall be pro-rated for less than full-time employees.

D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump sum vacation, sick and excess hours due to fluctuating work schedules.

E. Upon promotion to a higher classification in State Service an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus IWSP) to compute the appointment rate.

F. To implement the change from AR40 to the IWSP differential, a red circle rate will be authorized where the employee's IWSP differential is greater than the employee's base salary plus IWSP. The red circle rate will equal the difference between the two described pay levels. The red circle rate concept shall continue until such time as the employee's adjusted base salary plus the IWSP equals or exceeds the employee's salary with AR40.

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Management Proposal (Roll Over Language)

Bargaining Unit: 1

Date:

Exclusive Representative: SEIU

Article: 11.23.1 Out-of-State Pay Differential

Subject: Salaries

11.23 Out-of-State Pay Differential

- 3
- A. Employees who are headquartered out of State or who are on permanent assignment to travel at least fifty percent (50%) of the time out of State shall receive an out-of-State pay differential of three hundred forty-six dollars (\$346) per month.
 - B. Less than full-time employees shall receive the out-of-State pay differential on a pro rata basis based upon their reduced time base.

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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.24.1 Bay Area Recruitment and Retention Pay Differential (Unit 1)

Upon appointment to a position in one of the following classifications in an eligible county, employees shall receive a five percent (5%) pay differential. If an employee transfers out of an eligible location or classification the differential shall be rescinded.

The State may extend these provisions to employees already in these classifications in eligible counties, and if an incumbent transfers out of an eligible location or classification the differential shall be rescinded.

Eligible Counties:

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Contra Costa

San Francisco

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Eligible Classifications:

- 1579 Associate Programmer Analyst (Specialist)
- 1470 Associate Information Systems Analyst (Specialist)
- 1585 Associate Systems Software Specialist (Technical)
- 1581 Staff Programmer Analyst (Specialist)
- 1312 Staff Information Systems Analyst (Specialist)
- 1587 Systems Software Specialist I (Technical)
- 1583 Senior Programmer Analyst (Specialist)
- 1337 Senior Information Systems Analyst (Specialist)
- 1373 Systems Software Specialist II (Technical)
- 1367 Systems Software Specialist III (Technical)

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The differential provided for by this section shall not

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be subject to CalPERS deductions, and it will not be included when calculating any overtime compensation otherwise provided for by this Contract.

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~~Shirley Ann~~
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~~Christy~~
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~~Michelle~~
Crystal McCoy
Laurie Ballou
J.R. Pinn
Rita
Dale Woods
Paul Kinn
Karen DeWalt
Michelle Pantano
Heena Cof
Harry Price
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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 2

The Union proposes the following rollover language:

11.25.1 Personnel and Payroll Specialist: Recruitment & Retention Differential (Unit 1)

Personnel and Payroll Specialists and Senior Personnel and Payroll Specialists who are performing duties outlined in the class specifications and employed for twelve (12) consecutive qualifying pay periods after January 1, 2001, shall be eligible for a recruitment and retention differential of two thousand four hundred dollars (\$2,400), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

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- A. If an employee terminates, transfers or is discharged, prior to completing the twelve (12) consecutive pay periods, there will be no prorate payment for those months.
- B. If an employee promotes out of the Personnel and Payroll Specialist classification series they will be eligible for a pro rata share for those months.

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Union Proposal
Bargaining Unit 1

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Proposal No: 1

The Union proposes the following rollover language:

11.26.1 Arduous Duty Differential for FLSA Exempt Employees (Unit 1)

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWGs E and SE when there is no other way to recognize the performance of additional duties and responsibilities which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four months per fiscal year (or per event for emergencies involving loss of life or property).

Requests for arduous pay shall be made to the CalHR on a case-by-case basis by the employing department. The CalHR shall evaluate said requests based on whether it satisfies all of the following:

A. Nonnegotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an extreme

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urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

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B. Work Exceeds Normal Work Hours and Normal Productivity

The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment.

Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal workweek, there is a demand for and achievement of greater productivity or result.

C. Work is Unavoidable

The work must be of a nature that it cannot

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be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

D. Work Involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than twelve (12) to fourteen (14) days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

E. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

CalHR decisions to deny arduous pay shall not be subject to the grievance or arbitration provisions of this Contract.

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The differentials shall be \$300 per workweek, up to \$1200 total per pay period. Any workweek that overlaps months should be counted in the month that the workweek ends. An employee may be paid: \$300, \$600, \$900 or \$1200 per pay period.

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James [unclear]
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M. [unclear]
Crystal [unclear]
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J. R. [unclear]
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Paul [unclear]
Karen [unclear]
Michelle [unclear]
Jean D. [unclear]
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Union Proposal
Bargaining Unit 1

Date: _____

Proposal No: 3

SEIU Local 1000 TA

The Union proposes the following rollover language:

11.27.1 – California State Lottery (CSL) Sales Incentive Bonus (Unit 1)

The CSL reserves the right to manage the variety and quantity of Scratcher products offered for sale in order to stay within its budgetary and legal mandates.

Additionally, the CSL reserves the right to evaluate the efficiency and effectiveness of new gaming methods, techniques, equipment and software, as well as new gaming products and sales aids, through tests or pilot programs. The time duration for the tests and/or pilot programs may vary. Pilot/tests shall be implemented at the beginning of a quarter unless a budgetary or legal reason exists in which case the pilot/test may be implemented mid-quarter. The CSL will meet and discuss the impact of a test prior to implementation, upon Union request.

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Employees appointed to the CSL classifications of District Sales Representative (DSR), and Key Accounts Specialist (KAS) are eligible to receive a sales bonus based on achievement of sales in the following three (3) product lines: Scratcher products; On-Line products; and a Target Game which shall be designated by the Director or designee.

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The following provisions shall govern the program:

- A. Prior to the beginning of each new quarter, the CSL Director or designee shall announce a statewide sales goal for each of the three (3) product lines identified above. Individual achievement of quarterly sales goals for each territory or account list is measured against the established quarterly CSL statewide sales goal for each of the three (3) product lines. The sales bonus for eligible employees is based on sales achievement in each of the three (3) product lines. Scratcher product sales are defined as only those ticket packs that have been financially settled by retailers.
- B. The CSL Sales Division shall issue a quarterly report showing the percentage contribution (market share) of the employee's sales area to actual statewide sales.

SEIU Local 1000 TA
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The "market share" of each sales area is the percentage contribution of the territory or account list to actual statewide sales during quarter ending one quarter prior to the goal quarter, also identified as the "quarter before last".

Example: The goal for quarter 1 of FY 1999/00 is based on the market share from quarter 3 of FY 1998/99.

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C. Each product line is allocated a percentage of the total award dollar with each level as follows: Scratcher product seventy percent (70%); Target Game product twenty percent (20%); and On-Line product ten percent (10%). Upon completion of each quarter and a qualifying period, if a territory or account list achieves at least a Level 1 sales goal in any product line, the employee receives the appropriate percentage of the total award attributable to that product for the level achieved. With a qualifying period, the employee is eligible to attain an award for each of the three product lines.

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D. "Target Game" is that game identified and designated by the Director (CSL) or designee to receive a special promotional emphasis. Target Game sales shall be excluded from the goal and achievement of other product lines. If a Target Game is not designated, the Director or designee shall redirect the Target Game percentage to the other remaining product lines.

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E. If the CSL deems it necessary to adjust one or more of the bonus level percentages; it shall notify the Union and meet and confer, upon request, concerning the impact of the proposed adjustment.

F. Bonus levels and corresponding dollar awards attributable to each level are listed below:

Bonus Level	Level 1	Level 2	Level 3	Level 4
% of Sales Goal Achieved	102%	105%	108%	112%
District Sales Representative (DSR)				
(DSR) Maximum Bonus Award	\$1,100	\$1,600	\$2,100	\$3,200
(70%) Scratcher Product	\$770	\$1,120	\$1,470	\$2,240
(20%) Target Game	\$220	\$320	\$420	\$640
(10%) On-Line Product	\$110	\$160	\$210	\$320

Key Account Specialist (KAS)

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Maximum Bonus

Award	\$1,600	\$2,100	\$2,850	\$3,950
(70%) Scratcher				
Product	\$1,120	\$1,470	\$1,995	\$2,765
(20%) Target				
Game	\$320	\$420	\$570	\$790
(10%) On-Line				
Product	\$160	\$210	\$285	\$395

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G. Each eligible employee described in subsections G (2) through G (8) shall be required to work a qualifying period to be eligible for bonus.

1. A qualifying period is defined as actually working in a territory or actually working an assigned account list a minimum of sixty-five percent (65%) of actual available work days in a thirteen (13) week quarter excluding holidays and weekends.
2. Formula: Thirteen (13) weeks (91 days) less weekends (26 days) times eight (8) hours a day less holiday hours times sixty-five percent (65%) equals a qualifying period.
3. Example: A qualifying period in a quarter with no holidays equals sixty-five (65) days; a qualifying

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N. S. L.

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H. P.
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period in a quarter with one holiday equals sixty-four (64) days.

- 4. A full-time employee who works a qualifying period and who works in an assigned territory or an assigned account list during the quarter is eligible for the appropriate level bonus achieved by that territory/account list during that quarter. 1:21 AM
- 5. An intermittent employee who works a qualifying period and who works in a single territory during the quarter is eligible for the appropriate level bonus achieved by that district during that quarter. TA 12.3.16 S. Sube
- 6. An intermittent employee who works a qualifying period and who works in more than one territory in a single district during the quarter is eligible for the appropriate level bonus achieved by that district during that quarter. Patty Smart
- 7. An intermittent employee who works a qualifying period and who works in more than one territory and in more than one district in either the North or South Regions during the quarter is eligible for the appropriate level bonus achieved by the that region during that quarter. [Signature]

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8. An intermittent employee who works a qualifying period and who works in more than one territory in both the North and South regions during the quarter is eligible for the appropriate level bonus achieved by the State during that quarter.

9. A permanent part-time employee who works a qualifying period and achieves a sales bonus level in a product line during the quarter is eligible to receive a percentage of the bonus dollar amount for that level consistent with the time base. The qualifying period as defined in subsection H(1) is prorated to the time base.

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10. An employee appointed to a limited-term or retired annuitant position of DSR or KAS shall be eligible to participate in this program consistent with the criteria established for full-time or intermittent employees.

H. Bonus payments shall be made within sixty (60) days after the quarter ends.

I. Bonus awards paid pursuant to this section are excluded from compensation for retirement purposes.

J. Bonus awards paid pursuant to this section are considered compensation for taxation purposes.

K. This section shall be grievable only to Step 2 of the grievance procedure (Director, CSL).

L. When the CSL makes a change to the sales incentive bonus they will notify the Union pursuant to Article 24.1.

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Management Proposal (Roll Over Language)

Bargaining Unit: 1

Date:

Exclusive Representative: SEIU

Article: 11.28.1 California State Lottery (CSL) Business Building Incentive (BBI) Program

Subject: Salaries

11.28 California State Lottery (CSL) Business Building Incentive (BBI) Program

This provision is effective following ratification by both parties.

- A. The objective of the BBI program shall be to add new and viable Lottery retailer locations. A new retailer location is one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.
- B. The Lottery Director or designee shall identify a "product game" that shall be the focus of the BBI. The Lottery Director or designee shall also determine the specific criteria for the product game.
- C. The classifications of District Sales Representative (DSR) and Key Account Specialist (KAS) shall be eligible for the incentive award.
- D. For each new qualifying retailer location, the employee shall receive an incentive award of two hundred fifty dollars (\$250).
- E. The CSL will provide weekly BBI product sales advisory information on a bi-weekly basis to allow tracking of retailer activation and sales activity. An official BBI product sales report will be issued by the CSL following the end of each retailer's qualifying period.
- F. The employee shall submit a claim for the recruitment incentive award within thirty (30) days following the issue date of the sales report referenced in subsection E. Awards shall be paid, upon verification by the CSL, no later than sixty (60) calendar days after the completed claim is submitted by the employee.
- G. Program criteria: In addition to specific criteria for the BBI product game determined by the CSL Director or designee the following program criteria shall be met:
 - 1. A new retailer shall be one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.
 - 2. A qualifying retailer shall be located within the employee's regularly assigned territory or on the employee's regularly assigned account list at the date of activation.

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Management Proposal (Roll Over Language)

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- 3. In the event that more than one employee, DSR/KAS, has direct participation in the recruitment of a qualifying retailer, the incentive award shall be divided equally between the recruiters. Direct participation shall be substantiated by the Lottery Sales Manager or Key Accounts Chief, as appropriate. The Key Accounts Chief shall determine, if necessary, the beginning and ending periods for targeted account recruiting.
 - 4. If the retailer location is re-assigned during a qualifying period from one DSR's regularly assigned territory to another DSR's regularly assigned territory or from one KAS's regularly assigned account list to another KAS's regularly assigned account list, or if the employee does not have a regularly assigned territory/account list, the award will be made in favor of the recruiting employee (DSR/KAS).
 - 5. Upon written request from an employee, an exception to specific product game criteria may be granted by the CSL Director or designee prior to retailer activation.
- H. Terminal Malfunction: Upon notification from the employee and verification by management that the on-line terminal of the qualifying retailer became inactive due to technical malfunction of the phone line or "the G-Tech" line after the initial activation date and during the qualifying period, said qualifying period will be extended by the number of inactive days. Extensions shall be approved by the CSL Director or designee.
 - I. Game Termination: A BBI product game may be modified or discontinued by the CSL Director or designee due to technical, financial, or legal reasons. If the BBI product game is discontinued, the CSL is not obligated to provide a replacement game. If a retail location meets the criteria established for the game prior to its discontinuance, the recruiting employee shall have qualified for the incentive award. If an employee recruits a new retailer and the CSL subsequently discontinues the BBI product game due to financial, technical, or legal reasons before the new retailer has on-line Status Code 1 or 2, and the CSL introduces a replacement target game within one hundred twenty (120) days after the discontinued game, the tracking period shall begin with the effective date of the replacement game. The Union shall be given notice and an opportunity, upon request, to meet and discuss the impact of this action.
 - J. The employee shall submit a discrepancy correction for a bona fide retailer within ninety (90) days of the retailer activation. Discrepancies not submitted within the stated period will not be eligible for bonus payment.
 - K. Incentive awards paid pursuant to this agreement shall be considered compensation for taxation purposes.

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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.29.1 Investment Officer III, Incentive Award Program (Unit 1)

California Public Employees' Retirement System (CalPERS) and the State Teachers' Retirement System (CalSTRS) agree to continue the Investment Officer III, Incentive Award Program. In accordance with departmental policy and criteria, for Investment Officer III's employed at the California Public Employees' Retirement System (CalPERS) and the State Teachers' Retirement System (CalSTRS).

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Jean D. Coff
Harry Price
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Union Proposal
Bargaining Unit 1

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Proposal No: 1

The Union proposes the following rollover language:

11.30.1 Professional Certification Pay (Unit 1)

A. Subject to the criteria listed in section B, a department may recommend to the CalHR that a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination receive a bonus.

B. Bonus Criteria

1. The bonus shall consist of three thousand six hundred dollars (\$3,600) regardless of the number of certifications received and shall be paid in three (3) equal installments of one thousand two hundred dollars (\$1,200) at intervals of twelve (12) qualifying pay periods. The first installment shall be paid in twelve (12) qualifying pay periods after the employee's request and the employer's verification.

2. In order to be eligible for the bonus

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the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited college or university, including courses in elementary and advanced accounting, auditing, and cost accounting.

3. The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.

C. An employee who transfers to another State department and otherwise continues to qualify for the bonus must request the new department to continue the bonus on schedule. The new department may or may not agree to recommend the continuation of the bonus to CalHR. In any case the bonus shall not exceed three thousand six hundred dollars (\$3,600).

D. A Professional Competency Bonus shall not be considered "compensation" for the

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Union Proposal
Bargaining Unit 1

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Proposal No: 1

The Union proposes the following rollover language:

**11.31.1 Chartered Financial Analyst Pay Differential
(Unit 1)**

A. Upon recommendation of California Public Employees' Retirement System (CalPERS) or California State Teachers' Retirement System (CalSTRS) management and with the approval of the CalHR, the State shall provide a pay differential according to departmental policy and criteria to full-time employees in the classifications of Investment Officer I, Investment Officer II, or Investment Officer III, and who achieve certification as a Chartered Financial Analyst.

B. The pay differential shall be equivalent to five percent (5%) of the employee's monthly salary rate and will be provided for the period the employee holds a permanent appointment in the Investment Officer I, Investment Officer II, or Investment Officer III classifications, with the CalPERS or CalSTRS.

C. Pursuant to article 13, Education and Training,

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upon recommendation of CalPERS or CalSTRS management and consistent with departmental policy, an eligible employee, in the Investment Officer I, II, or III classification, may be provided reimbursement for related expenses while a participant in the Chartered Financial Analyst educational, testing, and certification process.

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~~Harriet Jones~~
~~Michelle Pantano~~
~~Karen Devall~~

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~~Dolly Jorda~~
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Joint Session Minutes
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Proposal No: 1

The Union proposes the following language:

X.XX Research Program Specialist III (Demography) Pay Differential

Upon the ratification of the MOU, the Research Program Specialist III (Demography) (5770) shall be added to CalHR Pay Differential 412.

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Brendy M. M.

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Stacy Klimchuk
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Union Proposal
Master Table

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Proposal No: 5

The Union proposes the following language:

12.1 Business and Travel Expenses

Effective the first day of the pay period following ratification, The the State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing Department of Human Resources CalHR rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conference/registration fees because of time constraints or other considerations may be reimbursed provided an alternate meal was purchased, in accordance with the rates established in section (A)(1) of this article. Each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual

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Jay Miller
Brad Willis
Robert Vega
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Michael Conner
Maggie

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Cynthia
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Pat Wilson
Patty Smart
Marilyn Monahan

expenses for tax purposes, and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

SCULLOCCALIDOTA
Brendy Mot
Bruce Thiel

A. Meals/Incidentals: Meal expenses for breakfast, lunch, and dinner will be reimbursed in the amount of actual expenses up to the agreed upon maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. CalHR must comply with current IRS definition of "incidentals". The IRS definition term of "incidentals" includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters, and baggage carriers, and hotel staff. It does not include expenses for laundry, cleaning and pressing of clothing, taxicab fares, lodging taxes or the cost of telegrams or telephone calls.

Brad Willis
Robert Vega
Mary Patterson

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Effective September 1, 2013, Article 12.4 Business and Travel subdivision A.1. will be amended as follows:

- 1. Rates – Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame

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Marlene Schultz
Pat Wilson
Sally
max jana monahan

requirements outlined below:

Breakfast up to \$7.00

Lunch up to \$11.00

Dinner up to \$23.00

Incidentals up to \$5.00

Total up to \$46.00 (Every full 24 hours of travel)

SEIU LOCAL 1000 TA

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2. Time Frames - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

a. On the first day of travel on a trip of more than twenty-four (24) hours:

Trip begins at or before 6 a.m. Breakfast may be claimed

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Katherine
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Mary Ann Monahan

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Trip begins at or before 11 a.m. Lunch may be claimed

Trip begins at or before 5 p.m. Dinner may be claimed

b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 a.m. Breakfast may be claimed

Trip ends at or after 2 p.m. Lunch may be claimed

Trip ends at or after 7 p.m. Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24)-hour period.

c. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the

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maximum as follows:

Travel begins at or before 6 a.m.
and ends at or after 9 a.m.:
Breakfast may be claimed

Travel begins at or before 4 p.m. and
ends at or after 7 p.m.: Dinner may be
claimed

If the trip extends overnight, receipted
lodging may be claimed

No lunch or incidentals may be claimed
on a trip of less than twenty-four (24)
hours.

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

~~1. Regular State Business Travel~~

a.1. Statewide, in all locations not
listed in c. below, for receipted
lodging while on travel status to
conduct State business: With a
lodging receipt: Actual lodging up

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to \$90 plus applicable taxes and mandatory fees.

b.2. When employees are required to ~~do~~ conduct State business and obtain lodging in the counties identified below, reimbursement will be for actual receipted lodging up to the below identified maximums, plus applicable taxes and mandatory fees.

County	Lodging Rate
All counties except those listed below	\$90
Sacramento, Napa, Riverside	\$95
<u>Marin</u>	<u>\$110</u>
Los Angeles, Orange, Ventura & Edwards AFB, excluding the city of Santa Monica	\$120
<u>San Diego, Monterey County</u>	<u>\$125</u>
<u>Alameda, San Mateo, Santa Clara</u>	<u>\$140</u>
<u>City of Santa Monica</u>	<u>\$150</u>
<u>San Francisco</u>	<u>\$250</u>

2. ~~State Sponsored Conferences or Conventions~~

For receipted lodging while attending State Sponsored conferences and

SEIU LOCAL 1000 TA

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~~conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging up to \$110 plus applicable taxes.~~

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~~3. Non-State Sponsored Conferences or Conventions~~

~~For receipted lodging while attending non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging when approved in advance by the appointing authority.~~

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from the Department of Human Resources CalHR. The Department of Human Resources CalHR may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee

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may not claim lodging, meal, or incidental expenses within 50 miles of his/her home or headquarters.

C. Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor. The supervisor must determine prior to the beginning of the assignment if the time away from the home or headquarters area will be more than 30 days, but less than one year, Long Term Assignments lasting longer than 1 year may require the long-term reimbursements to be reported as a fringe benefit.

1. Full Long-term Travel - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or

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Tally Ahmad

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~~Jess W. Pat~~
Brad Willis

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- The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

The employee on full long-term travel who is living at the long-term location may claim either:

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1,130 per calendar month while on the long-term assignment, and actual expenses up to \$10 for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to \$5 for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or

- Long-term subsistence rates of \$24 for actual meals and incidentals and \$24 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either \$24 for actual meals or \$24 for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

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Angela
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Pat Wilson
Patty
Marilyn Monahan

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2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12 for actual meals and incidentals and \$12 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either \$12 for actual meals or \$12 for receipted lodging for travel less than twelve (12) hours at the long-term location.

3. Employees, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change Department of Human Resources CalHR policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies Department of Human Resources CalHR policy

SEIU Local 1000 TA

country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by the Department of Human Resources CalHR.

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Subsistence shall be paid in accordance with procedures prescribed by the Department of Human Resources CalHR. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

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

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Marlene
K. de H

1. Mileage Reimbursement

a. Effective July 1, 2006, wWhen an employee is authorized by

Chauque
Pat Wilson
Patricia
Mary Ann Monahan

SEIU Local 1000 TA

Brendy Mott

Bruce Theel

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Bruce Walker

Robert Jeger

Margaret

Clawson

Mark
Mark

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Pam Manville

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Pam Manville

his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

~~2. Specialized Vehicles — Effective July 1, 2006, employees who must operate a motor vehicle on official State business~~

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S. S. L.

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Marlene Schultz

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Margaret Monahan
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and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim the FSMR, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.

3.2. Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the current FSMR rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the Department of Human Resources CalHR rule 599.628.4 and the State Office of Risk and Insurance Management.

4.3. Mileage to/from a Common Carrier – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's

SEIU Local 1000 TA

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Bruce Wells

Robert Vega

Walter & Kelly

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4. In the absence of a receipt, reimbursement will be limited to the nonreceipted amount above.

5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

Walter

Andrew

Stephanie

SAGE

J. Sam

Conchelle

Marlene Schultz

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Marilyn Monahan

Pat Wilson

Patty Smart

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.2 Moving and Relocation Expenses

Whenever an employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in section 12.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

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Paul Miller
Robert Higgins
Mark Wall
C. Grant
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Theodor P...
Margaret M...

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Margaret Schuttz
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Union Proposal
Master Table

Date: _____

Proposal No: 2

The Union proposes the following rollover language:

12.3 Parking Rates

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

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B. The State shall continue a system for employees where parking fees may be paid with pre-tax dollars.

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Bruce Sheaf
Sophia Peds
Brad Willis
Robert Vega
Kurt Witt
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S. Divinski
Marlene Schultz
Pat Wilson
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James
H. H.
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Union Proposal
Master Table

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Proposal No: 2

The Union proposes the following rollover language:

12.4 Commute Program

A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty-five dollars (\$65)-per month. Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of sixty-five dollars (\$65) per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

B. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of sixty-five dollars (\$65) per month. In lieu of the vanpool rider reimbursement, the State shall provide one hundred dollars (\$100)

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per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven (7) or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

- C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five percent (75%) of the cost up to a maximum of sixty-five dollars (\$65) per month or in the case of the primary vanpool driver, the one hundred dollars (\$100) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

12.5 Transportation Incentives

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Brad Wilton
Robert Vega
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Miguel Cruz BU2
Brooke Peraza
Margaret Medel

A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

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6-2-16
Pam Hanish

B. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

Pat Wilton
Patty Howard
S. Lewis
6-2-2016

C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.

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Union Proposal
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Proposal No: 4

The Union proposes the following language changes:

12.7 State Owned Housing

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"employees"

The State will adopt the standards for habitability consistent with California Civil Code sections 1941 and 1941.1 and the Department of Consumer Affairs' Outline: Landlords' and Tenants' Responsibilities for Habitability and Repairs (Legal Guide LT-8). The appointing authority agrees to inspect the premises prior to employees moving into the premises. For employees currently in residence in state owned housing, the appointing authority will take steps to make necessary repairs and improvements within a reasonable time. The appointing authority reserves the discretion to prioritize the order of repair to its housing.

~~Where SEIU Local 1000-represented employees are currently paying rent and required to live in state-owned housing, the State agrees not to increase rental rates until June 30, 2015. Where any provision below conflicts with this provision, this provision shall supercede and control.~~

A. Housing

Annually, current rental rates for all types of State owned employee housing, including

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trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates up to twenty-five percent (25%) each year.
2. During the term of this Contract, where no rent is being charged, the State may raise rents up to seventy-five dollars (\$75) per month, or when an employee vacates State owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the fair market value.
3. Employee rental of State owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.
4. Employees renting State owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State owned housing unit currently

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 Pat Wilson
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occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

B. Utilities

Annually, current utility charges for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

c. Notwithstanding any of the above, the Department of Fish and Wildlife (DFW) will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount

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of necessary increases, the implementation dates, and the necessity for the increase.

D. The DFW is committed to improving the quality of State owned housing under its jurisdiction. To that end, the department will seek funding authority for maintenance and improvement of department-owned housing.

This subsection is not subject to the provisions of article 6 of this Contract.

E. Possessory Interest Taxes – Department of Fish and Wildlife (Unit 11)

1. Reimbursement for Possessory Interest Taxes

The DFW will directly pay the possessory interest taxes for Unit 11 employees who occupy department-owned housing for their payment of possessory interest taxes, where assessed. The employee shall follow department procedures and submit any possessory interest tax bills to the department as soon as they are received by the employee.

2. Working Condition Fringe Benefit Exception

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Wendy

SSK
T. Navarrette

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SPW

Pat Wilson

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HH

- a) This subsection E (2) shall apply to employees whose residency in State-owned housing satisfies the criteria for the working condition fringe benefit exception found in tax laws.
- b) Possessory interest reimbursement provided by the DFW shall not be reported to the SCO as income subject to taxation and other withholdings when an employee completes required forms and submits them to the DFW by the date management specifies. The DFW shall not be responsible for erroneous reporting of reimbursements as income if the employee fails to utilize the required form and/or procedures developed by the department for this purpose.
- c) The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration provisions of this Contract.

F. Where employees are currently residing in State owned housing OH as a condition of employment, rental rates will not be raised by the appointing authority until it has demonstrated to CalHR that necessary repairs and improvements have been made to satisfy

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 RV
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 MC
 BR

TA 4:27 p
 6-13-16
 Pam manwiler
 [Handwritten signatures and notes]

S. Sak
 + Navarrette
 Pat Wilson
 [Handwritten signatures: SJB, Amy, S. Sak, S. Sak, S. Sak]
 [Handwritten signature: O. ...]

the standards for habitability that are consistent with Civil Code section 1941 and 1941.1. On a case-by-case basis, the appointing authority shall determine the new Fair Market Value following the completion of repairs and improvements of each State owned housing property. With CalHR's approval, the appointing authority may raise employee rents up to twenty-five percent (25%) each year for such housing until the Fair Market Value has been realized.

SEIU 1000 TA

Brendy Mitt
Bruce Sheel
Sophia Pelt
Brad Willis
Robert Rosa
Mary J. Pelt
Alvarez
Rita (Garcia)
Myrl Colon
Rosalba Pelt
Mary Mitt

TA 437 pr
6-13-16
Pam Manilla
Mary Ann Monahan
Stephanie Pelt
Therrie
Cynthia
S. Sahl
Finavette
Pat Wilson
Natalie
Gina
Sandra
H



Union Proposal

Master Table

Date 6-16-16

Proposal No: 2

4:43 am 6/16/16
SEIU 1000 TA

The Union proposes the following:

**12.8 Overtime Meal Benefits and Allowances - CDCR
(Excludes Units 17 and 21)**

Brenda Mack
Bruce Greig
Sophia
Brad Wells
Robert Teger
Rita (new)

Brooke Piemgo
Margaret

TA 6/16/16
4:43 am

A. Overtime meal allowances will be granted when an employee is required to work at least two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance when required to work two (2) hours contiguous to such a work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. If the cafeteria is closed then reimbursements shall be made pursuant to D (2) below.

B. Employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.

Pam
Manville
S. Bond
C. Orr
Nathaniel
G. M.
S. Bond
G. Wilson
D. J.
Mylene
Schultz
Steph
Tiffany
Nuvarotta
Marilyn
Monahan
Khaquie

SEIU 1000 TA

BA
100
BW
RW
TK

BP
RM

C. Employees who are on travel status, and are being reimbursed under the business and travel portion of this Contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.

D. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement. The employee may use the meal ticket as provided in 1 and 2 below:

1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a ninety (90) day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2 below;

2. Employees requesting reimbursement under this option will receive ~~six~~eight dollars (\$68), regardless of the value assigned to the meal ticket by local management;

TA 6/16/16
4:43am
Don McNeill
SAC
J/Bush

S.S.H.
Tiffany Navarro
Marilyn Sanchez
Stephanie
Katherine
Pat Wilson
Marilyn Schmitt
Stephanie

3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the sixeight dollars (\$68) reimbursement for overtime meal allowances earned.

E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this article if there is no on-site employee facility which serves hot meals.

Brendy Mob
Bruce Huef
Sophie K...
Brad Willis
Robert Fega
K...
K...

Margaret...

TA 6/10/16
4:43am
Tom Marwick
S/B...O

~~Natasha...~~
~~...~~
K...
S...
K...
Pat Wilson
SSA Marlene Schultz
Stacy...
Tiffany...
NS...
Margaret...
Joseph...

SEIU 1000 TA

Handwritten initials: BA, BW, RV, PF

Handwritten initials: BP, RM

C. Employees who are on travel status, and are being reimbursed under the business and travel portion of this Contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.

D. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement. The employee may use the meal ticket as provided in 1 and 2 below:

1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a ninety (90) day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2 below;

2. Employees requesting reimbursement under this option will receive sixeight dollars (\$68), regardless of the value assigned to the meal ticket by local management;

TA 6/16/16
4:43 am
John Manville
J/Bush

Handwritten signatures and initials: S. S. S. K., Tiffany, Mary, Stephanie, Khaynie, Pat Wilson, Mark Schmittz, Steven

3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the sixeight dollars (\$68) reimbursement for overtime meal allowances earned.

E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this article if there is no on-site employee facility which serves hot meals.

Brendy Mob

Bruce Thiel

Sophy Keis

Brad Willis

Robert Fega

[Signature]

Maryjane

TA 6/10/16
4:43am

Tom Manwiler
E/B

[Signature]
[Signature]
K. M. J.

S. M. W.

Chapin
Pat Wilson

SSA Marlene Schmittz
Steph Blum
Tiffany Nawarrette
[Signature]
Maryjane Morahan
Stephanie Pat



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following changes language:

12.9.1 Overtime Meal Allowance (Unit 1)

~~A. Up to e~~Eight dollars (\$8) may be reimbursed for an overtime meal. An overtime meal allowance of ~~up to~~ eight dollars (\$8) will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of ~~up to~~ eight dollars (\$8) when required to work two (2) hours contiguous to such a work shift.

SEIU 1000 TA

Bumley MA

State TA 10:08 PM
S. Sub 6.16.16



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**12.10 Damaged or Destroyed Personal Property
(Excludes Unit 17)**

In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.

5:00 PM
5:50 PM
6/2/16
Brent J. M...
Bruce...
Bob...
Bob...
Robert...
Mark...
Ron...
Michael...
Brooke...
Margaret...

TH 4:30 P
6-2-16
Pam...
[Signature]

[Signature] J/B S.S.U.
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Union Proposal
Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

12.11 Uniform Replacement Allowance (Excludes Units 15 and 20)

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed four hundred fifty dollars (\$450) per year. Claims for such reimbursement shall be paid in full to the employee within ninety (90) days of the submission of the receipt.

1. Uniform means outer garments, including footwear, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.

Palma J. Mat
Bruce Thiel
Joe Williams
Brian Wilder
Robert Fagan
Maria Kater
J. Cant
Maria
Bobbie P... ..
Margaret

TA 7:46 PM
6-23-16
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Chayni
Pat Wilson
Stacy
Travarette
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[Signature]
[Signature]

2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.

3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.

5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

Brandy Mott
Bruce Theif
Greg Miller
Bruce Miller
Robert Vega
Mark Satter
Sean
Myel Cole
Becky Pumper
Marguerite

Pam Manville
Rayne
Pat Wilson
Travarrette
Adamant
man

TA 7:46 PM
6-23-16

6/23/2016 5:13 PM

B. Single Source Vendor

1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.

2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

Brendy Mot
Bruce Sheff
By Mike
Brid Allen
Robert Paga
Marc Skitt
Kwant
Mynd Cole
John Puma
Margaret

TA 7:46 PM
6-23-16

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manik
Nataly
Chayman
Pat Wilson
Marlene Schubert
Sheryl Mwan
Tmavarette
Adamant
Gillyman



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.13 Tools, Business Equipment, Materials and Supplies (Excludes Units 17 and 21)

- A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.

- B. Employees issued State provided items shall be held responsible for loss of and/or damage due to negligence.

TA SEIU 1000

Brenda Mock, Unit 1
 Bruce Sheel, Unit 3
 Sophia Peckin BU 4
 Brad Wilbur BU 11
 Robert Vega BU 14
 Marc ~~Waters~~ BU 15
 Ronda ~~James~~ BU 20
 Brooke Pierra, staff
 Mary Reed

TA 2nd P
 6-2-16
 Pam Manville

Pat Wilson
 Kelly Howard
 S. Mirand
 G. Ly
 D. King
 Glenn 6-2-2016
 H. H.
 Marlene Schultz
 K. R. Iron
 S. S.
 K. Haynie
 J. P.
 T. Navarrete
 S. P.



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.14 Professional Dues (Excludes Units 17 and 21)

In recognition of the professional nature of employees, each department, commission, board, or agency may reimburse an employee for up to \$50 per year for membership dues in job related professional societies or associations of the employee's choice, or for a job related professional license fee. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

TA SEIU 1000

Brenda J. Mohr, Unit 1
Bruce Thiel, Unit 3
Sasha Peckin BU 4
Brad Williams BU 11
Robert Vega BU 14
Mary Fuller DU 15
Rama Jones BU 20
Brooke Parnas, staff
Mary Welch

TA 2³⁰ P
6-2-16
Dan Manweiler
Pat Wilson

Sally Amant
S. Minis
G. J.
S. Minis 6-2-2016
H. Amant
Marilyn Schultz
K. V. Sch
S. Sch
U. Sch
Spot
Travante
J. Sch



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.15 Reimbursement of Fees (Excludes Units 17)

The State agrees to pay the full renewal cost of professional and/or technical licenses, certificates, or credentials which are required as a condition of employment.

TA
450 pr
6-2-16
pam manville

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Bruce
Sgt
Robert Vega
Mia
Rena
Myel Corder
Brook
magistrea

TA 450-pr
6-2-16
pam manville

[Handwritten signatures]
Nath
JR
Darius
SSA
Chay
P. Smart
A. Nij
H. S. Nivam
Marlene Schutts
T. Mavarette
K. A. S.



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.17.1 PERS Auditor Affiliation (Unit 1)

The Office of Audit Services (CalPERS) will provide a maximum of five hundred dollars (\$500) reimbursement in any fiscal year, for each professional audit staff for fees, dues, and professional competency certification licensing costs associated with memberships in and affiliations with the following professional organizations.

If any other audit-related professional organizations are identified, management will reimburse based on consistency with the organizations listed below:

The Institute of Internal Auditors (IIA)

California Association of State Auditors (CASA)

American Institute of Certified Public Accountants (AICPA)

California Society of Certified Public Accountants

STATE TA. b:08pm
S. S. L 6/4/16
[Signature]
DR [Signature]
Lud
AV

TA SEIU 1000

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Association of Government Accountants (AGA)

Institute of Management Accountants (IMA)

Information Security Audit and Control Association (ISACA)

Information Security Systems Association (ISSA)

Association of Certified Fraud Examiners

Association of Women Accountants

The Association of Healthcare Internal Auditors, Inc.

TA SETU 1000

Brenda M. Hill
James Z...

800
Jan D. Coy

Kerry Price
Michelle Pantano
Karen Devoll

Pauline
Dolores

R. Bar
Crystal McCray

Wendy
John

Shirley
Janet S. McDermott

STATE T.A. 6:08pm

S.S. 6/4/14
Nella Rabb

Liza Donkany
G. Melancon

John



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.18.1 Professional License Fees (Unit 1)

Employees in the classifications of Property Appraiser/Investigator (Office of Real Estate Appraisers) and Senior Property Appraiser/Investigator (Office of Real Estate Appraisers) shall be reimbursed in full upon certification of license renewal.

TA SEIU 1000

[Handwritten signatures and names:]
Pamela M...
...
James Z...
...
Crystal M...
Paul Bullin
Rod Brown
Dolly...
Paul...
Karen...
Michelle...
Jean D. Co...
Harry Price
Janet S...
Kenderson

STATE T.A. 6:08pm

[Handwritten signatures and initials:]
SSD 6/4/16
Willa Rabb
Liza Dougherty
...
...



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**12.24.1 Extended Travel, Department of Insurance
(Unit 1)**

The Union and the Department of Insurance agree that, as an incentive for Unit 1 employees that are on a temporary travel assignment, the State shall pay short-term per diem for long term travel. Continuation of this section shall be in accordance with all applicable Federal and State tax laws.

TA SEIU 1000

Brenda M...
COO Mall...
James Z...
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800
Crystal McCree
Jane Ballin
Jay R. Hill
Robben
Dolly G...
Paul R...
Karen DeWall
Michelle Pant...
Jean D. Co...
Harry Price
Janet S...

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S. Sw 6/4/14
[Signature]
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Della Rabb
Liza Dougherty
gn Vel...
[Signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.28 Pre-Tax Commuting Expense

The State will evaluate the feasibility of implementing a pre-tax commuting expense program in accordance with Internal Revenue Code Section 132(f).

TA SEIU 1000

Brenda M. Moly Unit 1

Bruce Theel, Unit 3

Sophia Peck BU 4

Bruce Miller BU 11

Robert Vega BU 14

Ma ~~Chen~~ BU 15

Kimberly Cavard BU 17

~~Roman~~ BU 20

Nydia Carter BU 22

Brooke Puentes, Staff

Margot Mead

TA 2³⁰ p
6-2-16
Paul M...
Pat Wilson

Pat Wilson
Latha Ahmad
S. M...
S. Schmidt 2-2016

H. Ham
Marilyn Schultz
K. Van...
S. S...
T. Navanotte
SJB



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.29 Bike or Walk to Work Program

- A. The State shall endeavor to make facilities available to employees who bike or walk to work including, but not limited to, clothing lockers, secure bicycle storage, and shower facilities in all State owned or leased buildings.
- B. This Section is not grievable or arbitrable.

SEIU 1000

[Handwritten signature]

TA 2nd pr
6-2-16
Pam Mandala
Pat Wilson
Patty Amant

[Handwritten signature]

6-2-2016

[Handwritten signature]

Marlene Schultz

[Handwritten signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.1 Performance and Evaluation Materials

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

TA SEIU 1000

[Handwritten initials and names on the left margin: a large signature, Bly, BW, RV, MLP, XE, PK, BP, and another signature]

A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file. Official personnel files shall contain an inspection log where any person reviewing the file shall sign and date the log unless excluded by law.

B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of

[Handwritten notes and signatures at the bottom right: TA 6-2-16 2:30p, Pam Manville, and several other signatures and initials]

the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena. No rank and file shift lead shall be authorized access to an employee's files, except with prior written approval of the employee.

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C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. An employee signature shall not necessarily constitute agreement to the evaluation. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.

D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized

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TA 6-2-16 2:30pm
Pam Manville
[Signature]
[Signature]

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apply to formal adverse actions except as defined in applicable Government Code sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.

H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

TA SEIU 1000

Brendy Mont
Bruce Sheef
Bob Peck
Brad Pitt
Robert Vega
Mar Seltzer
Curt
Ronald
Miguel Contreras BU2
Dorothy P...
M...
M...

339
TA 6-2-16
pam manwiller

D...
H...
J...
N...

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...

William



Union Proposal

Master Table

Date 6-2-16

Proposal No: 1

TA @ 4:50pm 6/2/16

The Union proposes the following rollover language:

13.2 Personal Performance Session (Excludes Unit 17)

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

Handwritten signatures: Andy MA, Bruce Sheel, Josh Perin, Brad Will, Robert Vega, Mar [unclear], Ron [unclear]

Handwritten signatures: Myrl Cole, Brooke Peewen, [unclear]

Handwritten notes: TA 4:50 PM 6-2-16-16 Pam Mandiuk, Marlene Schultz, [unclear], [unclear]

Handwritten signatures: [unclear], S. Sank, [unclear]

Handwritten signatures: Tiffany Navarrette, [unclear], Khaymie, [unclear]

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.3 Joint Apprenticeship Committee (Excludes Units 17 and 21)

A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in bargaining units where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley -Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.) and pursuant to the following provisions:

1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.

2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.

TA SEIU 1000

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 TA 6-2-16 2:30
 Pam Manville
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MLP
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a

3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards.
4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.
5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during committee meetings.

B. The State agrees to continue existing apprenticeship programs.

C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for bargaining unit occupations. The Union and the State agree to meet and confer on this matter at the

TA 6-2-16 2:30
pam manville
[Handwritten signatures and initials]



Union Proposal

Master Table

Date 6-2-16

10:41am

Proposal No: 1

The Union proposes the following rollover language:

**13.6 Performance Appraisal of Permanent Employees
(Excludes Units 3, 17 and 21)**

A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

SEIU 1000
4:50pm
6/2/16
Brenda Mark
John
Brodie
Rob Vega
Mia
Romana
Serena
Meyma

4:30
TAB 6-2-16
Pammon

S. Sak
Markene Schmitts
Tiffany
Khaynie
Wilson
JH
D. Smith
G. Ky
S. L. ...

TA SEIU 1000

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2. Normally, new performance standards or changes in existing performance standards shall not be implemented until they have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards. Following any test period, the State shall meet and confer with the Union prior to implementing the new or revised standards.

C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.

D. Where a performance standard exists, the Union may review all data concerning all employees' production and error rates where such information is available.

STATE TA 6:08 pm
[Handwritten signatures]

6-15-16
4:10p



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 2

T.C. 4:13p

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

13.10.1 Education and Training (Unit 1)

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. Each State department shall make available at the work site its training policies and, annually, its training course list. Each department shall provide to the Union a copy of its training courses.

~~C. Each State department shall be required to complete an annual Individual Development Plan (IDP) for each permanent full-time employee and for PI employees who work seven hundred fifty (750) hours or more annually.~~

D.C. Working within budgetary and workload constraints, each State department, through its

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annual training plan process, will provide training in handling hostile and threatening behavior.

E.D. Employees may request training courses. Training requests shall not be unreasonably denied and the reason for the denial shall be in writing to the employee.

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

G.F. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job related seminars, conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities.

G. Training Categories/Definitions:

1. Job-Required Training, including safety training, is designed to assure adequate performance in an employee's current assignment or classification and includes training necessary for newly assigned employees; refresher training for the maintenance of ongoing programs; and training mandated by law or other State authority.

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2. Job-Related Training is designed to increase an employee's job proficiency and includes training to improve job performance above the acceptable level of competency established for specific job assignment or classification, and training to prepare an employee for assuming increased responsibility.
3. Career-Related Training is designed to assist an employee in the development of career potential and is intended to help provide an employee with an opportunity for self-development while also assisting in the achievement of the State's mission. This training does not have to be related to the employee's current classification or assignment.
4. In-Service Training is sponsored, administered or contracted for, by the State for its employees. Such training includes courses or activities designed and administered by State departments individually or in joint agreement; offered by the CalHR; designed or contracted exclusively for the State through private consultants or firms, regional training centers, accredited colleges or universities, or other non-State agencies.
5. Out-Service Training is sponsored by a non-State agency and is open to the public as well as State employees.
6. Training conferences are training activities conducted primarily for educational development purposes and not primarily for professional and social affiliation purposes. Training conferences may be a job-required, job related, or career related training activity.

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H. The State agrees to reimburse employees for expenses incurred as a result of passing training or education courses required by the department to assure adequate performance as specified in the ~~IDP~~, or increase current job proficiency. When such courses are offered during normal working hours, the employee shall receive his/her regular salary. When such courses are taken outside of normal working hours, an employee in Work Week Group 2 shall be reimbursed in cash or the work hours may be adjusted on an hour-for-hour basis commensurate with the hours necessary to attend classroom instruction. The reimbursement will include:

1. Tuition and/or registration fees.
2. Cost of course-related books.
3. Transportation or mileage expenses.
4. Toll and parking fees.
5. Lodging and subsistence expenses.

An employee who does not satisfactorily complete a training or education course required by the department according to the department's predetermined standards shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance

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payment received.

I. Reimbursement for the above expenses shall be in accordance with article 12 of this Contract.

J. When assigning or approving an employee for career-related out-service training, or job-related training, the department may establish policies regarding:

1. allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and

2. reimbursement for tuition and other necessary expenses.

Except as established by the department, reimbursement should be for fifty percent (50%) and may be up to one hundred percent (100%) of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours, except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

K. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses, if the training assignment is terminated prior

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to completion either: (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

L. To the extent practicable and within available training resources, the department shall arrange for counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes or other management initiated changes.

M. Each department, upon request of an eligible employee as defined in the subsection concerning Class A and Class B Driver's Licenses, will make available any information prepared by the Department of Motor Vehicle (DMV) covering the commercial driver's license examination.

N. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at

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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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Jo R. P. P. P.

Rod Boni
Laura Belli

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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 2

The Union proposes the following rollover language:

**13.15.1 EDD Determinations Scheduling Standard
(Unit 1)**

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 per day. For those employees working an alternate work week or other than full time, the number of interviews will be pro rated and rounded to the nearest whole number.

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 economic down turn, which results in a significant increase in determination workload,

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

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Page 2 of 2 Article 13.15.1

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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)**

- 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.
- 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.
- C. Upon request by the employee, the department will review professional papers for publication.

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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.

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Union Proposal

Master Table

Date 4-27-16

Proposal No: 1

The Union proposes the following language:

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X.X.X Individual Development Plan

A. The purpose of the Individual Development Plan (IDP) is to establish personal objectives and develop a plan for achieving professional growth, career mobility and/or future career changes.

B. Departments shall notify each eligible employee of the opportunity to submit an IDP at least annually for full-time employees and for PI employees who work seven hundred fifty (750) hours or more annually. An employee is not required to participate in the IDP process. If an employee elects not to participate, this decision will not be held against him/her.

C. The IDP process shall not be part of the performance appraisal or disciplinary process. An IDP may be created by an employee without triggering a performance evaluation appraisal. If all or part of the IDP is disapproved, the employee shall be notified in writing and a copy shall be provided to the Union.

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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.

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Union Proposal
Master Table

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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.

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

Jenny Manuta

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

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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.

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.

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 it determines that such an assignment:

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

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

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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.

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4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.

5. If the grievant is not satisfied with the

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decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the CalHR.

6. The Director of the CalHR or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.

7. If the grievance is not resolved by the CalHR, the Union shall have the right to submit the grievance to arbitration in accordance with Article 6, section 6.11.

8. Article 6, section 6.11 (Arbitration Level) shall apply to out-of-class and 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.

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Pam Manville

Dustin MS
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Union Proposal
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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 to existing duty statements, post

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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
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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.

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Union Proposal
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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.

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

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

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.

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.

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Union Proposal
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The Union proposes the following rollover language:

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 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

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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.

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D. Review of Personal Services Contracts In Existence

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

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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 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.

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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 mandates and court decisions/orders. In this regard, the Union and the department

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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:

a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit employees;

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- 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 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

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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 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

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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

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.

	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: a. Attendance problems b. Work-related problems c. Refer employees to EAP	May recommend to supervisor that 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 attendance	Not a lead responsibility.

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SEIU 1000 TA

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	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	Provide input on employee's job performance to the supervisor. No

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Union Proposal
Bargaining Unit 1

Date 6-4-16

Proposal No: 1

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The Union proposes to delete the following language:

~~14.14.1 Classification Study: Associate/Senior
Aviation Consultant (Unit 1)~~

~~The State and the Union agree to reconvene the Associate Aviation Consultant (class code 5672) and the Senior Aviation (class code 5598) classification meet and confer to continue discussing the classification.~~

~~The State and the Union shall meet at least once per month as necessary. The State and the Union shall each be entitled to select a maximum of four (4) representatives. The State agrees that the Union representatives who are CalTrans employees shall serve without loss of compensation.~~

~~If changes to the classifications become necessary, such changes will be done in accordance with section 14.1 of this agreement.~~

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Brady Mat 6:30p
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Michelle Vargas
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Ernie Huntington
Joseph Phlores
Harry Price
Roby Aris
James Zayas
Karen DeVall
Edward Ballin
Cory McCreary
Rod Bani
Janet Suss Rundenmott

STATE T.A. 6:13 PM
S. Sol 6/4/16
Wella Rabb
Liza Douglas
Amel Masney
Scott Rabb



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

15.1 Appeal of Involuntary Transfer

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

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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.

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

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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.

TA SETU 1000

Sandy Math, Unit #1
Lynne Sheel, Unit 3
Tosha Peck, BU4
Brad Wilbur BU11
Robert Vega BU14
Lara Patten BU15
Kimberly Casant BU17
Dana Miller BU20
Majed Arab BU21
Sandra Purnip, Staff
Margul malvi

TA 2-2-16
6-2-16
Pam manwiler
Det Wilson

J. M.
S. G. 6-2-2016
H. H.

Maureen Schultz
K. A. Sch
S. G. Sullivan
K. Cheyri
J. P. J.

T. M. M. M.

Det Wilson

S. J. J. J.
Sally Adams



Union Proposal
Master Table

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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 subject to the applicable CalHR laws and rules.

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Team member

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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.

SEIU 1000

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Brad Allen
Robert Vega
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Ericka Perras
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Pam Marwick

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000

16.1 Layoff and Reemployment

A. Application

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

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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.

And
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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 Local 1000 as

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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

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

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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.

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.

TA 2³⁰P
6-2-16
Team member

G. State Service Credit for Layoff Purposes

In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full-time employee works eleven (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

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credits in accordance with Government Code section 19997.6.

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

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TH SEIU 1000
 Randy Mohr, Unit 1
 Bruce Sheel, Unit 3
 Joseph P. Rubin BU 4
 Brad Will BU 11
 Robert Vega BU 14
 Max Smith BU 15
 Kimberly Conrad BU 17
 [Signature] BU 20
 [Signature] BU 21
 Brooke P... Staff
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Pat Wilson
 Patsy Adams
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 G. Ag.
 S. [Signature] 6-2-2016
 H. [Signature]
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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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Mindy Mott
Bruce Thal
Sophia
Brad Little
Robert Vega
Marilyn
Vanessa
Romana
June Cordon
Brooke Pearson
Margaret

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Pam Manwiler

Marlene Schuttz
Dariusz
SSA
Jim
Shelwin
Travarette
Klaudia



Union Proposal
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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.

TO SEIU 1000

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Bruce Sheil
Joshua
Brad Wilk
Robert Vega
Mano Stett
Carmel
Ronald Jones
Myel Conlon BV21
Evelyn Plesman
Coughlin

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P. [unclear]
Lolly Amant
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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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Bruce Sheaf
Sophia Pen
Brad Willis
Robert Vega
Mario R. Patten
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Ronald
Myel Cal
Shirley Pamp
Karyn

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Bill Kelly
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Pam Manville
T. Navarrette
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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

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

B. 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 Retirement Program (ARP).
- State employees on approved leave of

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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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 J. B.

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 SJB
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 S. Saha
 Cynthia
 P. Smart

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	1.00
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.

F. 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 \$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 \$317 for retirement.

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

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participate in social security shall contribute nine percent (9%) of monthly pensionable compensation in excess of \$513 and Industrial members who do not participate in social security shall contribute ten percent (10%) of monthly pensionable compensation in excess of \$317. This provision shall not apply to First Tier industrial members in Bargaining Unit 21.

G. 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 employment.

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
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

17.2 Second-Tier Retirement Plan

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law.

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

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K. [unclear]
H. [unclear]
S. [unclear]

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Marlene Schultz

Pat Wilson

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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

SEIU 1000 TA

Brady Mohr
 Bruce Sheef
 Sasha Pen
 Brad Wells
 Rebecca
 Maria Sutter
 Stewart
 Rita Love
 Myel Cole
 Brooke Pearson
 Marguerite

D. As stated in Government Code Section 20683.2, effective July 1, 2013, Second Tier members, including ARP members, shall contribute one 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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Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

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 a more flexible purchase provisions for employees. These include, but are not limited to, increasing the installment period from ninety-six (96) months (8 years) to one hundred forty-four (144) months (12 years), and allowing employees to purchase partial amounts of service.

[Handwritten initials and signatures on the left margin: P, B, H, BW, RV, MCD, K, J, M, B, r]

[Handwritten notes and signatures on the right margin: TA letter 7:43 PM, Tom Manville, T. Manville, H, Chapman, P, S, S]

[Handwritten signatures at the bottom right: Pat Wilson, mam, S. S., Cynthia, P. Amant, Marlene Schultz]

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.

SEIU 1000 TA

Brandy Mitt
Bruce Sheef

Sophia Klem

Brad Wilkins

Robert Weiss

Maura S. Patton

K. Carney

Jenna Breen

Myra L. Cook

Debra Picompa

Margaret Neale

TA 6/14/16 9:43pm

Pam Manville
T. Mawarotta

HJ

John
Chapman

SSW

SJB

Nathaniel

S. Salas

Cynthia

Mam P. Smart

Marlene Schultz

Pat Wilson



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

**17.4 State Safety A Retirement (2.5% at age 55),
State Safety B Retirement (2% at age 55)
and PEPRA 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

[Handwritten initials: BJ, BL, BW, EJ, MD, TF, ME, BO]

*TA 6-16-16 11:12 P
Tom Manwiler*

Marlene Schultz

S. Sch

*Man
C. [unclear]*

Stephanie [unclear]

[Handwritten initials: FJB] Manwiler

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

[Handwritten signature]

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

[Handwritten initials]

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

BW

RV

MCD

KE

[Handwritten signature]

ME

BP

2

11/2

- 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.

TA 6-16-16
[Handwritten signature]

[Handwritten signature]
Marlene Schmitt

S. Sub
man

[Handwritten signature]

[Handwritten signature]
P. Smart
[Handwritten signature]
Manuette

[Handwritten signature]

[Handwritten signature]

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

Handwritten notes:
 RV
 BW
 TG
 Me
 BP
 n

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	1.7000	1.426	1.426
51	1.8000	1.522	1.508
52	1.9000	1.628	1.590
53	2.0000	1.742	1.672
54	2.2500	1.866	1.754
55	2.5000	2.000	1.836
56	2.5000	2.000	1.918
57 and over	2.5000	2.000	2.000

E. There are factors for attained quarter ages, such as 52 $\frac{3}{4}$. 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.

Handwritten notes:
 TA
 11:20 P
 b-16-16
 Pam Manwiler
 Mary
 Martin Schultz
 S. Sale
 Man
 Cynthia
 Smart
 Scott
 SJB
 Manuette
 Dist

F. As stated in Government Code Section 20677.91, effective November 2, 2010, State Safety members shall contribute nine percent (9%) of monthly compensation in excess of \$317 for retirement.

BJ
BAY

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 \$317.

BO
BW
RW

MCD
TC

TF

Me

TP

~

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 \$317.

TA 11 12

6-16-16
Pammona
~

G. State Safety employees first hired on or after January 15, 2011 and prior to January 1, 2013, will, be subject to the two percent (2%) at age fifty-five (55) retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

Marlene Schultz

SSA

man

Amelia
P2
P2
P2

80A

H

S/B

Travarette

Travarette

SEIU 1000 TA

Franky Mink
Bruce Thiel

Stephen Pelt
Brad Wilk

Robert Vega
Mara S. Latta

K. Carney
Richard
Myra

Stacy Pien
members

State Safety employees in employment prior to January 15, 2011, will remain subject to the two and one-half percent (2.5%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during the thirty-six (36) consecutive months of employment.

State Safety employees hired prior to January 1, 2007, will remain subject to the two and one-half percent (2.5%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

TA 1112 P
6-16-16
Pam Naville

no sig
Marilyn Schultz
SSA
man

April
P. Smart
J/B
Travante

Handwritten signatures and initials at the bottom of the page, including "J/B", "Travante", and "D. [unclear]".



Union Proposal
Master Table

Date _____

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."

SEIU1000 TA

- Bundy, Matt
- Bruce, Keith
- John, Peter
- Brad, Miller
- Robert, Vega

TA 6/11/16 9:44pm

Pam Manville
Pat Wilson

[Signature]

T. Manville

Stephanie [Signature]

Chaymi

[Signature]

[Signature]

[Signature]

[Signature]

S. Soler

[Signature]

Pat Smart

Marlene Schultz

mem

- Maria S. Patten
- L. [Signature]
- Rena [Signature]
- Myndy [Signature]
- Brooke [Signature]
- marlene



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

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 2013-2016 limits are \$113,700-\$117,020 for members subject to social security and \$136,440-\$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.

B. Alternate Retirement Program (ARP) – New Employees

Employees first hired on or after July 1, 2013 shall not be subject to the ARP. Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon

SEIU 1000 TA

Handwritten notes: BL, BW, RV, MLD

Handwritten initials: K, J, MC

Handwritten initials: BP, N

9:47 pm

TA 6-16-16

Team handles

to [unclear] [unclear]

[unclear] [unclear]

Handwritten signatures: Marlene Schmitt, S. Salas

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

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.

SEIU 1000 TA

Brendy M...
Bruce...
Joseph...
Brad Willis
Robert...
Mae...
~~...~~

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.

L...
S...
John...
M...
M...

Brooke...
Mary...

9:47pm

TA 6-16-16
Tom...
TW
Pat Wilson
D...
mem

~~...~~
Marlene...
W...
P...
6/15/2016 9:19 AM
Cynthia...
S...
A...

withdrawn
6-17-16



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.7 Enhanced Industrial Disability

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

SEIU 1000 TA

9:44pm

Brendy Miller
Bruce Thel

TA 6-16-16
Team manwille
TN

Sophia Pelt
Bradwell
Robert Vega

Pat Wilson
man

Maria Sutter
Carter

Haynie
E. J.

Ronaldone

Myel Carda

Broda Perna

Mary Mah

Stevan Port
JB man

S. Salk
Conthar
P. Smart

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.8 Tax Treatment of Employee Retirement Contributions

SEIU 1000 TA

[Handwritten initials: J, BAY, SD, BW, RW, MCD, JG, ME, BR, N]

The purpose of this ~~a~~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 ~~a~~Article.

[Handwritten signatures and initials: TA, 6-16-16, 9:46 pm, Pam Manville, Pat Wilson, MAM, Khayree, HH, SSM, S.S. Sch...]

[Handwritten signature: Stephen...]

[Handwritten signature: S.S. Sch...]

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

Handwritten initials: BH, BWP

Handwritten initials: BW, RW

Handwritten initials: MLD, KC

Handwritten initials: PJ, MC

Handwritten initials: BP, M

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, 20, and 21 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the IRS.

9:46pm

Handwritten signatures and notes:
SAGE TA
S. Sald
Marilyn Schubert
6-16-16
Pam Manwila
Pat Wilson
D. J. ...
Chazmie
C. J. ...
Chavala
J. ...

SEIU 1000 TA

[Handwritten signature]

[Handwritten signature]
BW

RV

MCP

[Handwritten signature]

[Handwritten signature]

MC

BP

[Handwritten signature]

e. "Retirement System." The term "retirement system" shall mean the STRS as made applicable to the State of California under the provisions of the State Teachers' Retirement Law (California Education Code section 22000, et seq.) and CalPERS as made applicable to the State of California under the provisions of the California Public Employees' Retirement Law (California Government Code Section 20000, et seq.).

f. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

2. Pick Up to Employee Contributions

a. Pursuant to the provision of this Agreement, the Employer shall make 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.

b. Employee contributions made under

9:46pm

[Handwritten notes and signatures]
P. Smart
TA 6-16-16
Marilyn Schultz
SJB
Pat Wilson
Port
SSA
H. Chapman
C. Miller
main

paragraph A of this ~~a~~Article shall be paid from the same source of funds as used in paying the wages of affected employees.

[Handwritten initials]

c. Employee contributions made by the employer under paragraph A of this ~~a~~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.

[Handwritten initials]

d. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system."

[Handwritten initials]

[Handwritten initials]

[Handwritten initials]

[Handwritten initials]

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.

4. Limitations to Operability

This ~~a~~Article shall be operative only as long as the State of California pick up of employee

[Handwritten signatures and initials]
M. Smith TA 6-16-16 9:46pm
L. Smith SJB Pat Wilson
P. Smart D. [unclear]
6/12/2016 10:27 PM
Port America
K. [unclear]
[unclear]

SEIU 1000 TA

Bandy Mitt
Bruce Fitch

Sophia Ben
Brad Miller

Robert Vero

Maura S. Kattin

Clara

Ronnie

Nigel Carter

Brooke Perryman

Margaret Keller

retirement contributions continues to be
excludable from gross income of the employee
under the provisions of the Internal Revenue
Code.

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.

TA 6-16-16 9:46pm

Pam Manwiler

IN

Pat Wilson

Pat Wilson

Khayma

G. J.

John

John

[Signature]

[Signature]

[Signature]

S. Selva

Cynthia

Patricia

Mam

Marlene Schmitz



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

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 \$4 per month or less per covered member. If the total cost of this program exceeds \$4 per month per member, the employee and employer shall share equally in the cost of the program.

State TA
6/16/16 10:20pm

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
T. Navarrette
man

[Handwritten signature]
Pat Wilson

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
K. Chayon

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
SJB

[Handwritten signature]
SSub

[Handwritten signature]
M. Arlene Schultz

[Handwritten signature]
Cynthia

[Handwritten signature]
Patmont

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2016

[Handwritten signature]
P. J. [unclear]

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Bay

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Bar
rd

[Handwritten signature]
MLD

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Mc

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BP

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1/2

SEIU 1000 TA

TA 2
6/16/2016
10:20P

Brendy M...
Bruce Theof

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

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

Handwritten notes and signatures on the right side of the page, including "PERS board", "John Hancock", "IN", "man", "Patterson", "Dulles", "H.H.", "Kaye", "E.M.", "S.S.", "M. Marlene", "Cynthia", "P. Amant", and "R.S.J."

Joseph...
Brad...
Robert Vega
Marius...
C...
R...
My...
B...
m...

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 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.

2/2



Union Proposal
Master Table

Date _____

Proposal No: 1

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.

SEIU 1000 TA

Brenda J. Mott
Bruce Theel

Sophia Perch
Brad Weller
Robert Vega

Mama S. Fetter
K. L. ...
Rita ...
M. ...
Debra ...
Margaret

State TA
6/16/16 10:20pm

Pam Navarrete

T. ...
S. ...
T. Navarrete
Mam.
Pat Wilson
T. ...

H. ...
Karyn
S. ...

John ...
M. ...
S. ...

S. ...
Mallie Schultz
C. ...



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.14 Streamlining the State Safety Retirement Process

SEIU 1000 TA

Brendy Mott
Bruce Thiel

Sophia Peun
Brad Weller
Robert Vega

Marc S. [unclear]
[unclear]
Ronald [unclear]
Myrl [unclear]
Debra Piermpa

Margaret [unclear]

- 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.
- 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.

State TA
6/16/16 10:20 PM

Donna [unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]

[unclear]

[unclear]

S. Sakel

Cynthia

Madeline Schultz

[unclear]



Union Proposal
Master Table

Date _____

Proposal No: 2

SEIU 1000 TA

The Union proposes the following language:

18.1 Permanent Intermittents (PI)

A. Except as otherwise provided in this agreement (e.g. aArticle 22, aArticle 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 employees based upon operational need.

D. Each department shall endeavor to provide a PI

*Brenda J. M...
Bruce...
Sophia...
Brad...
Robert...
Maria S. Patterson
K...
R...
Myer...
B...
M...*

*TA 8/10 P
6-23-16
Pam
M...*

*SAB
Tiffany...
Stephanie...
Khay...
man
Ant...*

*M...
S...
Pat Wilson
M...
S...
S...
H...*

- 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 aArticle 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 ~~vacation leave credit with pay on the first day of the following qualifying monthly pay period following completion of their initial nine hundred sixty (960) hours of compensated work.~~

3. Thereafter, a PI employee will be eligible for vacation credit with pay in accordance with the schedule in aArticle 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:

TA 8:10pm
6-23-16

[Handwritten signature]
manville

SAGE

[Handwritten signatures and initials]
Pat Wilson
Markus
SAGE
manville

[Handwritten notes and signatures on the left margin]
Blay
BW
RV
MCP
M
BP
n

[Large handwritten signature]

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

3.4. 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

TA 8:10 PM
6-23-16

[Handwritten signature]

SABZ

Tiffany Neward

[Handwritten signatures: Mark Schultz, Steve Williams]

Pat Wilson

[Handwritten signatures: SSh, JChayner]

6/23/2016 11:10 AM

[Large handwritten signature]
[Handwritten signatures: Amy, JHW, man]

[Vertical handwritten notes: BP, BGP, BW, RV, MLP, etc.]

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
- 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 aArticle 8.1 Vacation/Annual Leave.

4.5. 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 aArticle 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 aArticle 19.2(B)

TA 8¹⁰ pm
6-23-16

Tom Manville

SPC

Pat Wilson
Mark Schmitt
Steve Westman
SSK
Fany Navarillo
SJ Michalewicz
man

Boyd
BW
rv
MLP
ME
BP
a

[Handwritten signature]

apply.

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 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 aArticle 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 receive paid time off for a PH on a pro

TA 8:10pm
6-23-16

Monwika

SAC

Pat Wilson *Marlene Schultz* *Steve Klimacki* *Tyler Mawar* *John* *Khayue* *man*

SJB *SSch* *JSW*

Booy
soo
BW
rv
MLD
MA
JP
we
BP
m

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.

5.6. 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.

6.7. 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 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.

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7.8. State Disability Insurance (SDI) – PI employees shall be covered under the SDI benefit in accordance with section 9.17.

8.9. 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. Dental Benefits – A PI employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (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 dental benefit plan within sixty (60) days from the end of the qualifying control period.

TA 810pm
6-23-16

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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

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Marlene DeHull
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four hundred eighty (480) paid hours in one 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 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 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.

TA 8:10 PM
6-23-16

John Marwick

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

sfb
 Mark DeLuca
 Steve Klumholz
 Pat Wilson
 S. Sol
 J. Chagnie
 T. Mawaritte
 mam

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SEIU 1000 TA

Brend J. Mide
Bruce Chief
Sophie Perkins
Brook Willis
Robert Vega
Marilyn K. Patterson
K. Conway
Rana Jones
Myrl Cain
Brooke Peier
Margaret

L. Flex/Elect Program – PI employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. PI employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI employees choosing the 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.

M. 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. 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.

TA 8:10 pm
6-23-16

O. All remaining conditions of employment that relate to the PI employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

Pam Manville
~~Stacy~~
Mawartha
Jot
S. Chapman
mam
Quincy

SJB
Marlene Delacruz
Stacy Wilson
Pat Wilson

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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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State T.A.
 6/12/16 12:31 PM
 [Handwritten signatures and notes on the bottom right side of the page, including names like S. Sok, Liza Dougherty, Stephanie, and Wella Rabb]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

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.

TH 2³⁰
6-2-16
John M...
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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 if:

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1. The change is due to an unforeseen

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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;

TA 2³⁰ P
6-2-16
Tom Wamuk

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;

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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

DM

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 management concurrence, FLSA - exempt/excluded employees 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.

TA SEIU 1000

Brendy M...
Joseph...

Brock Wells

Robert Vega

Mario S. Keller

Ronald...
BRO

Brooke Prange

Maury...

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6-2-16
Tom
Mann...

Pat Wilson

S. J...
6-2-2016

A. H...

Markus...
K. V. J...

S. S...
K. H...

D. J...

S. J...

S. J...
+ M. A...

S. J...
Patty...
M. A...

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 overtime worked by its employees.

TA 4S
2nd
12-3-16
pam
manville

SEIU Local 1600 TA

Brenda Mohr
Bruce Sheel
N. [unclear]
Brad Wille
Robert Vega
Mun [unclear]

E. ~~Effective the pay period following ratification, b~~
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.

John [unclear]
S. Sch
C. [unclear]
J. [unclear]

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.

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C. [unclear]
J. [unclear]
Pat Wilson
Patty [unclear]

R. [unclear]
BU 20

M. [unclear]

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 taken only in units of time of fifteen (15) minutes

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M. [unclear]

or multiples thereof.

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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.

SEIU Local 1000 TA

Brandi M. ...

Bruce ...

Brad Willis

Robert Vega

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

SA
Robert ...
Joseph ...
S. Sole
Cynthia
Stacy ...
Patricia
Pat Wilson
Patty ...
Marilyn ...
Marlene ...

Ronald ...
BU 20

Angela ...

SEIU Local 1000 TA

Brenda MDA

Bruce Free

Brad Wilcox

Robert Figa

Man Spitzer

Ronald [Signature]

[Signature]

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.

TA 248
12-3-16
Tom
Mawle

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 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.

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Robert [Signature]
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SSK
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[Signature]
Pat Wilson
Patty Amos

3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on

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maayan
Immanuel
Markus Schuttz

state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in J(2) above.

SEIU Local 1000 TA

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12-3-16
Pam Manville
~~Robert King~~
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S. Sal
Constance
Steve
Pat Wilson
Patty Admont
Marilyn
Marlene Schultz

Brady Mohr

Bruce Freed

~~Left~~

Brad Willis

Robert Vega

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Ronald
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Mary Muel



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.3 Rest Periods (Excludes Units 14, 15, 17 and 21)

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.

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

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6/2/16
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Pat Wilson
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.4 Meal Periods (Excludes Units 17 and 21)

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 be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

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Mancilla*

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

19.8 Flexible Work Hours (Excludes Units 17 and 21)

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6-16-2016
9:24pm

A. 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.

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September

B. Any denial of requests made under subsection A 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.

sjs
H. H.

Nathaniel

S. S. S.
J. J. J.
Agnetha
B. B. B.

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

Khayner
Marlene Schultz
Pat Wilson
mam

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SEIU 1000 TH

Bruce
Stephen
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Robert
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George
K. K. K.

"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.

7/16/16
6/16/2016
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S. Sayer
+ Marwanette

SEIU 1000 TA

- Brenda J. Miller
- Bruce Hood
- Sophia Perez
- Brod Willis
- Robert Vega
- Dana Cooper
- Ronald Brown

Spot
JH
HA

Nathan [Signature]

- S. Sotelo
- Diana
- Concha
- PJ Smart
- Khayri
- Martine Schuck
- Pat Wilson
- MAM

e/c

TA SEIU 1000

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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) 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

STATE TA 6:08 PM
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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.

TA SEIU 1000

~~Branch MA~~
~~James Z...~~

John P. Coy
Harry Price
Michelle Pantano
Karen Keckell

Bob Brown
Collette

Frank P. Ballin
Crystal M. Cray

Janet Sals
Katherine

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SS ab 6/4/14
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.10 Work In Multiple Time Zones

TA SEIU 1000

Appendix 1, Unit #1
Bruce Thiel, unit 3
Sophy Beckm' BU4
Brad Willis BU1
Robert Vega BU4

Mac Stetter BU15

Kimberly Carant BU17

Roma... BU20

M... BU21

B... staff
Margaret...

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.

23P
6-2-14
Pam...

Pat Nelson
Patty...

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[Signature]
6-1-2016

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.11 Call Back Time

TA SEIU 1000

4:50pm

6/2/16

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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.

TA 4⁵⁰p

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.

6-2-16
Pam
manville

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 remaining before the beginning of the employee's next shift.

5-5-16
K Chapman
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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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6/2/14

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Bruce [unclear]

Robert Vega

Mark [unclear]

Martha [unclear]

Ronald [unclear]

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.12 Standby Time

TA SEIU 1000

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6/2/16

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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.

TA 4:50
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manville

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 employee shall receive two (2) hours of CTO, which may be prorated on the basis of

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D. J. King
K. A. Sch
T. M. V. Carrette
M. A. Schuttz

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K. H. G. H. G.
vop
Pat Wilson
y. J. Smart
S. M. J.
S. M. J.

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.

TA SE101000
4:50pm
6/2/14

Brendy MHA
Bruce Sheaf
Josephine
Brad Wells
Robert Vega
Man ~~Butter~~
Vanessa ~~Butt~~
Rosalind
Myriel Colon
Brooke Pempin
macy woods

TA 4:50pm
6-2-16
Jan Mawick

D. King
K. V. Sch
T. Mawarotte
S. Min
Marie Schutts
SSA
K. Haynie
Pat Wilson
P. J. Smart
G. J. V.



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.13.1 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 1)

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.

B. When assigning mandatory overtime inverse seniority shall be used insofar as

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 DR
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 GV
 6/24/16
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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.

TA SEIU 1600
Bryant M.A.
All State Council
Annex 3000

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.

George C. V.
Harry Price
Michelle Pantagos
Karen DeWall
Paul Price
Dolgy A. G.
Robert
Just P. M.
Janet Ballin
Cynthia M. Craig
Wendy
Janet Sess Keiderman

STATE T.A. 6:00 PM
S. S. S. 6/4/16
Kella Rabb
Lyni Dougherty
M. M. M.
J. J.

9/12/16 9:33



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover 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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M. J. Johnson
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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.

2. The EDD reserves the right to exempt

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:

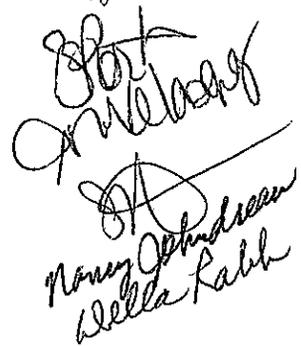
- a. Marriage;
- b. Move to a new area to accompany a spouse or domestic partner who has changed the location of his or her employment;
- c. Documented need to provide care for a family member where a change of employee's residence is

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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.

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

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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.

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.

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:

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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 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.

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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 employee accepted the award.

6. Employees who bid on the position shall not be required to interview for the position.

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.

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- All awardees are entitled to a thirty (30) calendar day trial period, during which time employees can opt to return to their former position as defined in Government Code section 18522.

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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 Model Program.

C. Formal written telework or telecommuting policies

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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following language:

~~21.2.1 Electronic Monitoring (Unit 1)~~

- ~~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 for discipline.~~

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Union Proposal

Master Table

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Proposal No: 2

The Union proposes the following language:

21.2 Electronic Monitoring (Excludes Units 1 and 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 source of discipline.

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

21.3 Class A and Class B Commercial Driver's License (Excludes Unit 17 and 21)

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, relating to the obtaining of a Commercial Driver's License, which become available to the State.

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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 are specifically authorized in advance to be examined by

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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.

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 license and appropriate endorsement(s).

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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.

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.

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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.

Pat Wilson

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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 commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

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Patricia Adams

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Bruce Chief
Josh
Brad Wells
Robert Vega
Mara L. Fetter
Romana
Brooke Peonpa
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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

21.4.1 Call Centers (Unit 1)

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 and (5) shall be trained on how to properly escalate problem callers (6) and ergonomic training.

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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.

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

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request form, at least 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 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.

6. Every employee assigned to a call center will also be given access to the booklet, "Safe and Healthful Workstation Guide".

D. Headsets:

Call Centers shall accommodate reasonable requests for an employee's choice of headsets.

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 6:08 pm

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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) of the SEIU Local 1000 Master Contract shall be applied to all call center employees.

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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.

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Administrators	Deputy Director, Assistant Director, Executive Secretary, Department/Division Chief, Branch/Office Chief, Board Member	200				
Managers	Bureau Chief, Deputy or Assistant Chief, section Head	150				
*	Dept. Administrative Officer or Fiscal Officer, middle managers	150	150		112	
Supervisors*	Supervisor of large unit (10 or more)		125		96	
	Supervisor of small unit (9 or less), Asst. Unit Supervisor, First-line Supervisors		110		96	
Attorneys***	Attorney	150	100	100	80	80
Technical Professionals	Architect, Engineer			100	80	80
Working Professionals	Analyst, Accountant, Social Service Worker, Business Service Officer, Correctional Officer, Referee		100	100	64	64
Clerical Supervisors*	Clerical Supervisor		75		64	
Clericals	Account Clerk, Office Technician, Office Assistant, Stock Clerk		75	60	64	40

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*THE NEED FOR PERIODIC PRIVACY AND

CONFIDENTIALITY SHOULD BE CONSIDERED DUE TO PERSONNEL/LABOR RELATIONS ISSUES THROUGH THE EFFECTIVE WORK STATION LOCATION, CONFIGURATION OR PLACEMENT OF QUIET ROOMS.

****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.

*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.

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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.

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Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

21.6.1 Hearst Castle Night Tours (Unit 1)

A. Guides in all categories will be required to work up to a maximum of 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 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. ^{6:08pm}

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Union Proposal
Bargaining Unit 1

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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: 1

The Union proposes the following rollover language:

21.8.1 EDD One-Stops (Unit 1)

The EDD and the CalHR shall include these provisions in all MOUs entered into with local One-Stop partners:

- A. The local Workforce Investment Board certifies that its One-Stop Centers 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).
- B. State employees who are located at One-Stop Centers 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 Centers 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.

LOCAL 1000

BB
OC
EB
13
82
8B
MA
OH
P
RB
WA
FR
KD
MP
JP
HP
JSM

10:35
3.01

6/9/16

12:34 pm
6/12/16

STATE T.A.
S.S.L
DR
and
9/11

6/9/16
LSP
P. J. Mart
Nancy Ophidian

SEIU 1000
[Handwritten signatures]

C. If work-related issues arise at One-Stop Centers 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 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.

[Handwritten signatures:]
James Zane
800
Kungst
Sherry
Crystal
Journ
N. Bar
Dolly
Karen DeVoll
Michelle Pentago
Jean D. Coy
Harry
Jenett

STATE T.A. 12:34pm
S. Sah 6/4/11
Wella Rabb
Lyni
P. Amant
Nancy Johnson



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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 the 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.

State T.A

6/4/16

[Handwritten signatures and initials]
DR
Lund
AV

TA SEIU 1000

[Handwritten initials]
AMC
BSS
LP

[Handwritten initials]
JZ
SR

[Handwritten initials]
oe

[Handwritten initials]
SB

[Handwritten initials]
C
OM

[Handwritten initials]
B
P

[Handwritten initials]
KA

[Handwritten initials]
DA

[Handwritten initials]
RR

[Handwritten initials]
KD

[Handwritten initials]
MP

[Handwritten initials]
K

[Handwritten initials]
H

[Handwritten initials]
Jm

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.

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 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 the CalHR guidelines (Reference Code 85-05).

TA SEIU 1000

Handwritten initials and signatures on the left margin:
CME
Bib
13
SP
SB
AA
AM
B
W
OR
PR
RD
MP
LP
HP
JSM

STATE T.A. 6:08 PM
Handwritten initials and signatures on the right margin:
W/L/W
OR
VAP
JSM
AV



Union Proposal

Master Table

Date 10-10-16

Proposal No: 1

SEIU Local 1000 TA
12:46 pm
12:2-16

Brandy M...
Bruce...
Karen...
Brod Willes
Robert Rega
Mark...
Ronald...
Myra Carter
Bob...
Margaret...

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 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

TA 12:00P
6-27-16
Dan...
Khaynie...
Pat Nelson
S. Selu
Stephanie...
Edmond
G.M.
...
Nick...
...
...
Tiffany Nawan
Mardene Schultz
Stacy...

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:

Brendy Mack
Bruce Huel
Teresa J. J. J.
Brook Allen
Robert J. J.
Mark S. J.
A. J. J.
Ronald J. J.
Myrl Carlo Buzi
George Pierro
Margaret J.

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 subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to section 3518 of the Dills Act.

TA 12:00P
 6-27-16
Pam J.
M. J.
Khaymie J. Wilson
S. Sale
John J.
Jim J.
Nath J.
Stacy J.
Tiffany N. J.
Marley J.
Stacy J.

C. The CalHR will meet with representatives of the Union monthly, upon request, to review the notices to meet and confer under the provision of B above received by the Union to determine if the issues to be discussed can be consolidated to reduce the number of meetings required.

SEIU Local 1000 TA
12:46pm 12-2-16

Brandy Mohr
Bruce Chief
Karen Jenkins
Brad Willes
Robert Keger
Mary Katten
K. G. [unclear]
Roma [unclear] BU 20
Muel Cordes BU 21
Sooke P. [unclear]
Marey [unclear]

TA 12:00 p
6-27-16
Pammanwila
Khaemue
Pat Wilson
S. Saku
Jort
H. [unclear]
Gini [unclear]
[unclear]
Nath [unclear]
[unclear]
[unclear]
[unclear]
Tiffany [unclear]
Marlene [unclear]
Stacy [unclear]



Union Proposal
Master Table

Date _____

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, 2013 2016 to July January 1, 2016 2020.
- 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.

SEIU LOCAL 1000
 Branch Mt
 Bruce Greif
 Sosh Pen
 Bud Williams
 Robert Vign
 Wanda
 X Contact

TA 2:45
 12-3-16
 Pam Manville

Jeffery
 Stephanie
 403

S. S. L
 Agnes
 Cy

Marylene
 Schmitt

Marylene
 Marchant

Stacy
 Wilson
 Patty Smart

Linda
 Bure
 3/21
 Page 1 of 1
 Marylene



Union Proposal

Master Table

Date

6-2-16

1045am

Proposal No: 1

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 through July 1, 2016. This will maintain employee salaries and benefits in case of an untimely budget.

SEIU TA @
4:50 pm
6/2/2016

TA 4:50 pm
6-2-16
pam manville

Brian J. Mitt
Bruce Thiel
Joseph Peter
Brad Keller
Robert Vega
Mandy Velt
Narlesse
Romana
Myriel Condon
Brooke Pierson
Wagdy Moledat

Pat Wilson
D. V. King
John
S. Sar
Khaque
Pat Wilson
Marilyn Schultz
Z. Nivander
T. M. V. Sch
K. V. Sch

10:44am



Union Proposal

Master Table

Date 6-2-16

Proposal No: 1

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.

SEIU TA @ 4:50pm
6/2/16

TA 4:50 pm
6-2-16
Dan M... [Signature]

[Signature]
Brendy Mohr
Bruce Thal
Sophia
Bruce Miller
Robert Vega
Yuan
Nancy
Rena
Myra
Brooke
Maz...

Pat Wilson
[Signature]
[Signature]
[Signature]
[Signature]
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[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

10:44am



Union Proposal

Master Table

Date 6-2-16

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #2- Domestic Partner

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code section 297.

SEIU TA @ 4:50pm
6/2/16

TA 4:50p
6-2-16
from manual

Brandon J. Mohr

Bruce Freeb

Joshua

Braun

Robert

Man

Nanessa

Kim

Angie

Brooke

Margaret

Pat Wilson
Denny

Bob

Pat Smart

SSA
Khaque

Marlene Schutts
L. Liviana
T. Mayasette



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #4 – Access Agreement

Date: March 5, 2007

To: State of California Department Heads and Labor Relations Officers SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives Subject: Side Letter Regarding Access

Over the last two 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 mediator and make a good faith effort to resolve the issue. The enclosed document is the result of those sessions between the CalHR and SEIU, Local 1000.

As with all agreements, both sides had to compromise.

TA 10 33a
6-10-16
Pam Manwiller

Chayni
H. Herrera
SBB

Marken Schuttz
Pat Wilson
T Navarrette
S. Sullivan

Bud
ADP
[Signature]

[Signature]
S. S. [Signature]
Cynthia
[Signature]
Josephine [Signature]
PK

1000
[Vertical handwritten notes]

This agreement, however, is intended to provide a proactive framework for facilitating Union access and addressing disputes before they escalate.

SEIU 1000

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. 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

Marlene Schuttz
Pat Wilson
Travanette

S. Livanda
6/9/2016 8:26 PM

TA 1033
6-10-16
Pammond

Kaymi
SSA
Crosby

Department
Schnitzler
Gry

JK
ASW
Kash
H. Kerner
RKC

H
W
BW
RV
uCP
PC
ME
SP
n

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.

SEIU 1000

[Handwritten notes on the left margin:]
 BW
 RV
 nip
 KA
 PG
 ne
 BP
 m

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.

TH 10³³
 6-10-16
 Pam Manwiller

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.

S. S. Hill
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]

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	(916) 323-7995
Paul Harris, Chief of Staff SEIU Local 1000	(916) 554-1241
Felix DeLaTorreYork Chang, Chief Counsel SEIU Local 1000	(916) 554-1279 (323) 525-2984

Marlene Schutz
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]

In the event that agreement cannot be reached between the 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.

SEIU 1000

[Handwritten list of names for SEIU 1000 contact persons:]
Melissa Mills
Bruce Threl
Joshua Decker
Brod Willis
Robert Vega
Mar & Pat
L. Camp
W. M. Baker
M. J. Cordova
Brooke Peck
Marilyn Mader

TA 10³³
6-10-16
Pam Manville

[Handwritten list of names for TA contact persons:]
Maxine Schultz
+ Maravette
S. Sobel
Cynthia
Adamant
Stephanie
G. J.
H. Herrera

[Handwritten signatures and names for TA contact persons:]
[Signature]
[Signature]
[Signature]
Chamique
[Signature]
J. S. M...
[Signature]
Pat Wilson

10:44am



Union Proposal

Master Table

Date 6-2-16

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.

TA 480
6-2-16
Pam Manville

SEIU TA@4:50pm
6/2/2016

Brenda Mink
Bruce O'Neil
Joseph Peterson
Bruce Willer
Robert Vega
Max Watt
Nanda
Humberto
Myra Cook
Dorothy Pearson

Pat Wilson
John King
John
Katherine Zermato
S. Sak
Jim
Marilyn Schultz
S. Luvina
T. Navarrette
K. S.

M. S. [Signature]

3:26 PM
5-17-16



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following changed language:

XX.XX.1 Side Letter 7.1: IT Reclassification Committee Proposal

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

SEIU 1000 TA
James Zorn
Brenda Moore
Jean P. Coe
Shere Livingston
Mary Ann
Michael Johnson
Karen McCall
Michelle Fontana
Dolores
Harry Price
Crystal M. Coy
Robert Ballin

STATE T.A. 6/9/14
S.S.C.U.

Stephanie
Liza Douglas
P. Smart
Shella Rabb
Nancy Johnson
Annelise



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following changed 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 shall be was revised by management ninety (90) days after ratification of a successor agreement in 2014.

~~The EDD shall provide a copy of the revised Tax Tools and Meet and Confer with the Union prior to distribution to FACD Audit Program Tax Auditors.~~

SEIU 1000 TA

James Zeros
Stennett
Grand. Col.
Arene Livingston
Vincent Linn
Allyson Lopez
Michael Johnson
Karen Skellern Rod/Bow

Michelle Pantano
Dolly
Harry Price
Crystel McCray
Louise Baldwin

STATE T.A. *6/1/10*

S.S. *6-12-16*

Stephane Port *9:29 AM*

ST

Liza Dougherty

Belk Rabb
Nancy Johnson
Arnold



Union Proposal
Bargaining Unit 1

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 11.1: The CalPERS Telework Program
Agreement Dated February 2, 2000

The CalPERS Telework Program agreement dated February 2,
2000 shall remain in effect.

TA SEIU 1000

[Handwritten signatures and names:]
 Branch M...
 St...
 Frank...
 James...
 800...
 8...
 Mary...
 Crystal...
 Frank...
 Rod...
 Dolly...
 Karen...
 Mitchell...
 Harry...
 Ann...
 Lee...
 Dermott

STATE T.A. 10:08 pm

[Handwritten signatures and names:]
 S.S...
 Walla...
 Lisa...
 An...
 J...



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #14 - PLP 2012

In support of Article 8.32 of this Memorandum of Understanding, the State and the Union agree to continue paragraphs 3.1, 4, 6, 7, 8, 9, 12, 14, and the Dispute Resolution Process of the attached Side Letter through the duration of the Agreement. All other provisions of the Side Letter shall be of historical significance only. If the MOU conflicts with any of the above cited paragraphs of the Side Letter, the MOU shall control.

SEIU 1000 TA

Brandi Mott
Bruce Thayer
Sophia Beckman
Brook Willis
Robert Vega
Mary S. Ficht
KL [unclear]
Randa [unclear]
April Conde
Brooke Plesman
Maryat Madri

TA 10³³ on
6-10-16
Pam [unclear]
Pat Wilson
Tiffany Navarette
Marlene Schultz
J [unclear]
J [unclear]
S [unclear]
Sullivan
Simpson
Thayne
Cuthall
S. Sahar
Stephanie [unclear]
Patterson
Grimy
W. [unclear]



Union Proposal

Master Table

Date 6/10/16

7:25

Proposal No: 1

EN 1000 TA

The Union proposes the following language:

Side Letter #15

In recognition of the merger of the Department of Personnel Administration and State Personnel Board, all references in the MOUs to the Department of Personnel Administration (DPA) shall be changed to the

California Department of Human Resources (CalHR). References in the MOU to the State Personnel Board (SPB) will be evaluated to determine the appropriate entity's jurisdiction (CalHR or SPB).

Any reference to the Department of Mental Health (DMH) shall be changed to Department of State Hospitals (DSH).

Any reference to the Department of Fish and Game (DFG) shall be changed to Department of Fish and Wildlife (DFW).

The parties recognize that during the term of this agreement Departments/Agencies names may change as a result of the Governor's reorganization plan(s) and may be modified in this agreement accordingly.

[Handwritten signatures and initials on the left margin, including names like 'M. M.', 'C. H.', 'S. P.', 'W. L.', 'P. R.', 'S. K.', 'A. W.', 'J. S.', 'R. C.', 'P. M.', 'M. M.']

*TA 725
6-11-16
JPM*

*Tiffany Nawarath
Marlene Schultz*

*Art Wilson
Stephanie Fort*

*Gu Y
S. J.*

*Khaynie
S. S.
H. H.
J. B.
R. S.
N. S.
C. S.
L. S.
D. S.*



Union Proposal
Bargaining Unit 1

Date _____

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.

SEIU Local 1000
TA

[Handwritten signatures for SEIU Local 1000 TA:]
Bunch of Mr
James Zane
Karen DeWalt
Carol McLaughlin
Sharon
Michael
Jean D. Coy
Michael Portage
Janet
Janet
Debra
Nancy
JTR
Edward Bellini

State

S. Salm TA
6-16-16
11:36 P.M.



Union Proposal

Unit 4

Date 12/2/16

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.

8¹⁹_R

TA 12-2-16
Tom Manowitz

SEIU Local 1000 TA

[Handwritten signatures]
James Scott
Heleen Jefferson
Evelle Ambrose
JE O'Leary

10:44am



Union Proposal

Master Table

Date 6-2-16

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #17 - Employee Work Locations

Once a year, the Union may request a department to provide information regarding the physical location (e.g., division, floor, yard, building, cubicle, etc.) of SEIU 1000 represented employees at any worksite. When possible this information shall be provided electronically.

Departments are not requested to create the information requested. The department will provide information if it already exists or is currently maintained.

This provision is not subject to the grievance and arbitration procedure of this contract.

SEIU TAC
4:50 PM
6/2/2016

Brandi Mott
Bruce Thiel
Lisa W. P...
Brad W...
Robert Vega
Man...
Nancy...
K...
Miguel...
Brooke Pierroni

TH 4:50 P
6-2-16
Dan...
SJB
S. Sam...
K...
M...
S. Duran...
T...
6/1/2016 7:29 PM

