LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

SEIU 1000 TA

The Union proposes the following rollover language:

Preamble

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

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

TA 11:00 am 6-27-16

6/21/2016 2:44 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

1.1 Recognition

A. (Unit 17) Pursuant to Public Employment Relations Board (PERB) decision SA-SR-17, the State recognizes SEIU Local 1000, as the exclusive representative for Registered Nurse Bargaining Unit 17, hereinafter referred to as Unit 17. Unit 17 consists of all employees in the job classifications listed by title in Appendix "M" attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 17 shall be incorporated in the contract.

B. The State further recognizes the professional nature of the duties and responsibilities of Unit 17 employees in their contribution to the successful performance of the mission of State government.

STATE TA 6-11-16 7:15pm

C. Pursuant to Government Code sections 19815, 19815.4, and 3517, SEIU Local 1000 recognizes the Director of the Department of Human Resources (CalHR) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the contract.

LOCAL 1000 SEIU Stronger Together

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);

TA 4/30 6-2-16

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.

D. The area of responsibility of the District Labor Council (DLC) presidents and chief stewards shall be all worksites within the DLC. When the area of representation is within close proximity Section C shall be observed, otherwise this leave will be union paid leave.

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

LOCAL 1000 SEIU Stronger Together

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.

4:50 pm
TA 6-2-16
Permanent

5/26/2016 5:03 PM

LOCAL 1000 SEIU Stronger Together

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.

TA 4:50 pm 6-24-16

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.

5/26/2016 5:04 PM

TA SEIU 1000

Brenda J. Mort
Bruce Theel
Sophie Pelm
Brad Wilber
Robert Vega
Mary S. Partner
[illegible]
Ronna [illegible] BU20
Miguel Cordero BU21
Brooke Pieimpa
Mary Mead

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.

TA 4:50 pm
6-2-16
Pam Meanville

P. Wilson
P. J. Amaral

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6-4-16

1435

Proposal No: 1

The Union proposes the following rollover language:

2.4.17 Distribution of Union Information (Unit 17) STATE 1638 6-4-16 JAL

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

B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with departmental procedures.

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

SEIU Local 1000

TMDC 1638

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.

SEIU Local 1000

TA'd @ 1638

Dai Steadman

Mary Dela C

STATE

6-4-16 TA2 1638

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6/5/16 10:36

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.

SEIU 1000 TA

TA 10:55 am 6-10-16 Pam Manwiller

6/2/2016 4:58 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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.

Th 4:30 pm
6-2-16
Pam Manelle

5/13/2016 3:57 PM

LOCAL 1000
SEIU
Stronger Together

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.

SEIU 1000

Mock, Unit 1
Theel, Unit 3
Perkins BU4
Willen BU11
Vega BU14
~~Pettie~~ BU15
Cavart BU17
BU20
Cordon BU21
Pierson, Staff

TA 4:50 pm
6-2-16
Pam Manwich

P. Wilson

5/13/2016 3:58 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

2.8 Union Steward Protection

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

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

TA 4:30 p
10-2-16

5/26/2016 5:04 PM

LOCAL 1000 SEIU Stronger Together

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

TA 06/05/2016 10:35am

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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.

5/13/2016 3:59 PM

LOCAL 1000 SEIU Stronger Together

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.

TA 4:50 pm 6-2-16 Pam Manwiller

5/27/2016 4:50 PM

LOCAL 1000 SEIU Stronger Together

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

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.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

3.2 Release of Home Addresses: Non Law Enforcement Employees

TA 2 3rd Pr 6-2-16

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.

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.

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

5/26/2016 5:05 PM

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.

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.

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.

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

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.

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

6-2-2016

Stephanie Porter

Pat Wilson

Marlene Schultz

Patty Hamont
Tillany Navarrete

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000 **4.1 State's Rights**

A. Except for those rights which are abridged or limited by this Contract, all rights are reserved to the State.

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

TA 230 pm 6-2-16 pam manville

TA SEIU 1000

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.

TA 2:30 pm 6-2-16

6-2-2016

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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.

TA
06/05/2016
10:35am

6/2/2016 4:59 PM

LOCAL 1000
SEIU
Stronger Together

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

5/26/2016 5:06 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.3 Individual Agreements Prohibited

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

TA SEIU 1000

TA 4:50 p 6-3-16

5/26/2016 5:06 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000

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).

06/05/2016
10.35am

6/2/2016 5:03 PM

10:36 am

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6-5-16

Proposal No: 1

The Union proposes the following rollover language:

U 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.

TA 9:00 am
6-6-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.6 Supersession

TA SEIU 1000

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.

TA 6-2-16

A. Government Code Sections

1. General

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

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

	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

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

19862	Allows for accumulation of sick leave.
19863	Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.
19863.1	Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
19864	Allows CalHR to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
19866	Allows rules to allow sick leave accumulation for non-civil service employees.
19991.4	Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Uniforms, Work Clothes, and Safety Equipment

19850	Definitions
19850.3	CalHR to determine need for uniform replacement.
19850.4	Provides for work clothes for purposes of sanitation or cleanliness 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.

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.

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.

9. Life Insurance

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. Heath 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.

12. Overtime

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

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.

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

	continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.
19991.6	Provides one year of pregnancy leave or less as required by a permanent female employee.

17. Performance Reports

19992	Allows the establishment of performance standards.
19992.1	Requires performance reports to be accurate.
19992.2	Requires the appointing power to prepare performance reports and show them to the employee.
19992.3	Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by CalHR rule.

18. Involuntary Transfers

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

19. Demotion and Layoff

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

	for certain classes in which employee efficiency 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.

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

		management-initiated changes.
	19995.3	Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

TA SEIU 1000

Unit 1
Unit 3
BU4
BU 11
BU 14
BU15
BUA
BU20
BU 21
Staff

TA 4th R
6-2-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.7 Non-Discrimination

TA SEIU 1000

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).

TA 4:50 6-2-16 Tentative

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

may be pursued with the Department of Fair Employment 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.

4:50 am

TA 6-2-16
Dam Manwiller

TA SEIU 1000

Brendy Moore, Unit #1
Bruce Thiel, Unit 3
Sophia Pecker BU4
Brad Willer BU 11
Robert Vega BU 14
Mae Spatter BU15
Kimberly Cavart BU17
Rianna Jones BU20
Maria Cole BU21
Brooke Pierson Staff
Mary Mahlon

Kharyne
T Navarrette

LOCAL 1000 SEIU Stronger Together

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.

TA 7:46 pm 6-23-16

Bruce Theel

Robert Vega

Margaret Marks

Pat Wilson

Marlene Schultz

Navarrette

Stacy Alexander

Khaynie

6/23/2016 2:38 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.10 Labor/Management Committees

TA SEIU 1000

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

TA 6-2-16

TA SEIU 1000

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.

TA 6-2-16 4:30 p
Pam Manwiller

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.11 Dignity Clause

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

SEIU 1000

TA 06/05/2016 10:35am

6/2/2016 5:06 PM

10:30 am

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date 6-5-16

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.

SEIU 1000 TA

TA 9:00 am
6-6-16
Pam Manwiller
Pat Wilson
Marlene Schultz
Tiffany Navarrette
Patty Amant

6/2/2016 5:07 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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

TA 6-2-16 4:50p

TA SEIU 1000

departments to use the mutually agreed upon policy and make it available to all departments.

D. The State agrees that the Union representatives shall participate on the Committee without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

TA 6-2-16

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/16/16

Proposal No: 1

The Union proposes the following rollover language:

5.17.17 Classification Recruitment and Retention Committee (Unit 17)

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

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

STATE
6-16-16 TA2
0218

SEIU local 1000
TA'd 2:18pm

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

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

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

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

SEIU Local 1000

TA'd 2:18pm

State

6-16-16 TA'd 0218

10 36 a

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6-5-16

Proposal No: 1

The Union proposes the following rollover language:

SEIU 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

TA 9:00 am
6-6-16
Pam Manwiller
Pat Wilson
Marlene Schultz
T Navarrette
Patty Amant

6/2/2016 5:10 PM

- 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

TA 9:00 am
6-6-16
Pam Manwiller
Pat Wilson
Marlene Schultz
Thavarrette

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

SEIU 1000 TA

TA 9:00 am
6-6-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

5.XX Geographic Compensation Task Force

SEIU 1000 TA

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

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

The Union and the State shall each designate one co-chair and be entitled to select a maximum of five (5) other representatives; they shall select their own representatives. Upon mutual agreement, subject matter experts may be invited as needed to attend the meetings and provide expertise. Task Force members and employee subject matter experts shall serve without loss of compensation. The Task Force shall meet monthly but may adjust the

Pat Wilson

6/13/2016 3:19 PM

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

TA 4:27 p
6-13-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000

6.1 Purpose

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

B. The purposes of this procedure are:

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

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

5/13/2016 4:00 PM

10:42 am

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6-5-16

Proposal No: 1

The Union proposes the following rollover language:

U 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.

TA 9:00 am 6-6-16

Pam Manwiller

Marlene Schultz

S. Nivanda

T Navarrette

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 <u>an</u> attempt to settle the grievance.

SEIU 1000 TA

TA 9:00 am

6-6-16

Pam Manwiller

Pat Wilson

Marlene Schultz

T Navarrette

Khayn

S. Sah

LOCAL 1000
SEIU
Stronger Together

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

Brad J Mott
Bruce Theel
Sophie Helm
Brad Willis
Robert Vega
Mark Watts
K Cavanaugh
Rianna Jones BU20
Miguel Cordova BU21
Bidoke Pierman
Mary Marks

TA 2:30 pm 6-2-16
Pam Manwiller
Pat Wilson
[illegible]
[illegible]
S Sumgo 6-2-2016
H Hamm
Marlene Schultz
[illegible]
S Sal
K Hoyne
S Mirand
S Porter
[illegible]
T Navarrette
Polly J Amant

5/26/2016 5:07 PM

LOCAL 1000
SEIU
Stronger Together

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

Brent J. Mott

Bruce Theel

Brad Willis

Robert Vega

Mary Walter

K Cantoff

Rionna Jones BV20

Miguel Cordova BV21

Brooke Pierman

Mary Meadow

TA 2:30 pm
6-2-16
pam manwiller

S Sango 6-2-2016

Marlene Schultz

K Bosch

S Sal

K Hayne

S. Wilson

S Porter

T Navarrette

Patty Hmat

Pat Wilson

5/26/2016 5:07 PM

LOCAL 1000 SEIU Stronger Together

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

Brad Willey

Robert Vega

K Cavant

Rianna Jones BU20

Myrtle Cardona BU21

Brooke Pierman

Mary Madison

TA 2:30 pm 6-2-16

Pam Manwiller

S Sampo 6-2-2016

Marlene Schultz

K Vasich

S. Nivinski

K Haynie

S Porter

T Navarrette

Pat Wilson

5/26/2016 5:08 PM

LOCAL 1000 SEIU Stronger Together

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.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA 2nd Pr 6-2-16

6.7 Formal Grievance – Step 1

TA SEIU 1000

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.

5/26/2016 5:08 PM

TA SEIU 1000

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.

TA 2nd pr
6-2-16

LOCAL 1000 SEIU Stronger Together

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

5/26/2016 5:08 PM

LOCAL 1000 SEIU Stronger Together

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.

6/1/2016 5:01 PM

LOCAL 1000
SEIU
Stronger Together

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 Theel

Brad Willis

Robert Vega

Mark S Patten

Rionna Jones BU20

Myriam Cordova BU21

Brooke Pierson

TA 2:30 pm
6-2-16
pam manwila

Pat Wilson

S Kemgo 6-2-2016

T Navarrette

Marlene Schultz

S. Nivanthi

Patty Amant

K Vasch

S. Son

K Hayes

S Porter

5/26/2016 5:09 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.11 Formal Grievance – Step 4

SEIU 1000

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.

TA 2:30pm 6-2-16

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

5/13/2016 4:01 PM

request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.

C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties, unless the parties mutually agree to a different arrangement.

D. An arbitrator may, upon request of the Union and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.

E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in section 6.2 (A) of this article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

LOCAL 1000
SEIU
Stronger Together

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 Moore, Unit 1
Bruce Theel, Unit 3
Sophia J Peche BU 4
Brad Willis BU 11
Robert Vega BU 14
Mark Patterson BU 15
Kimberly Cavant BU 17
Ronda Jones BU 20
Miguel Cordero BU 21
Dolores Pierson, Staff
Margie Meade

TA 2:30 pm
6-2-16
pam manwiller

Pat Wilson
Nathan [illegible]
[illegible]
S Kemp 6-2-2016
Patty Hamel
[illegible]
Marlene Schultz
K Van Sick
S Silvia
S Sen
K Hoyne
S Porter
[illegible]
T Navarrette

5/13/2016 4:45 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.13 AWOL Hearing Back Pay

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

TA SEIU 1000

TA 6-2-16 2:30 pm

6-2-2016

5/26/2016 5:09 PM

1044

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6-5-16

Proposal No: 2

The Union proposes the following rollover language:

V 1000 TA

6.14 Mini-Arbitration Procedure

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

A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that a mini arbitration hearing date shall be scheduled at least four (4) times in a fiscal year. The parties agree to meet within 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

TA 900 am 6-6-16 Pam Manwiller Pat Wilson Marlen Schultz

6/4/2016 3:35 PM

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

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

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.

TA 9:00 am
RR 6-6-16
Pam Manwiller
Pat Wilson
Marlena Schultz
T. Navarette

6/4/2016 3:35 PM

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.

U1000 TA

Brad Willis

Robert Vega

TA 9:00 am
6-6-16
Pam Manwiller
Pat Wilson
Marlene Schultz
S. Miranda
T. Navarrette
P. Amant

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 3

The Union proposes the following language:

7.1 Holidays

SEIU Local 1000 TA

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

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

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

2:45a TA 12/3/16

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

1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
2. When a holiday falls on a Sunday, the following Monday, not Sunday, shall be treated as the holiday for purposes of this Article. ~~full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.~~

12/2/2016 7:45:41 AM

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

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.(L). 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.

2:45 pm TA 12/3/16

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

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

and the employee is excused from work.

G. When a full-time employee in Work ~~w~~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 1~~st~~, the last Monday in May, July 4~~th~~, the ~~first~~ Monday in September, Thanksgiving Day, and ~~Christmas~~ December 25.

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

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.

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

J. Work Week Group E or SE Employees: If a part-time employee is required to work on a~~n~~ 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 1~~st~~, the last Monday in May, July 4~~th~~, the first Monday in September, Thanksgiving Day and ~~Christmas~~ December 25.

Work Week Group E or SE Employees: ~~I~~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

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

K. Employees in Work Week Group 2 who are required to work overtime on a holiday shall be paid in accordance with the provisions of section 19.2.

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

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

TIME BASE	HOURS OF MONTHLY VACATION OR ANNUAL LEAVE CREDIT PER VACATION GROUP									HOURS OF MONTHLY SICK HOLIDAY CREDIT
	7	10	11	12	13	14	16	17	18	SL/HOL 8
9/10	6.30	9.00	9.90	10.80	11.70	12.60	14.40	15.30	16.20	7.20
7/10	4.90	7.00	7.70	8.40	9.10	9.80	11.20	11.90	12.60	5.60
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.80	5.10	5.40	2.40
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.60	1.70	1.80	0.80
7/8	6.13	8.75	9.63	10.50	11.38	12.25	14.00	14.88	15.75	7.00
¾	5.25	7.50	8.25	9.00	9.75	10.50	12.00	12.75	13.50	6.00
5/8	4.38	6.25	6.88	7.35	8.13	8.75	10.00	10.63	11.25	5.00
½	3.50	5.00	5.50	6.00	6.50	7.00	8.00	8.50	9.00	4.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	6.00	6.38	6.75	3.00
¼	1.75	2.50	2.75	3.00	3.25	3.50	4.00	4.25	4.50	2.00
1/8	0.88	1.25	1.38	1.50	1.63	1.75	2.00	2.13	2.25	1.00
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.80	13.60	14.40	6.40
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.60	10.20	10.80	4.80
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.40	6.80	7.20	3.20
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.20	3.40	3.60	1.60

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

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

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

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

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

SEIU Local 1000 TA

TA 2.45a 2-3-16

10 52 am

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6-5-16

Proposal No: 2

The Union proposes the following language:

EIU 1000 TA

8.1 Vacation/Annual Leave

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

TA 9:00 am 6-6-16

Pam Manwiller

Pat Wilson

Marlene Schultz

S. Miranda

T. Navarrette

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

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

TA 9:00 am 6-6-16

6/4/2016 5:30 PM

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

TA 9:00 am
6-6-16
Pam Manwiller
Pat Wilson
Marlene Schultz
T. Navarrette

department head or designee) request the same Vacation/Annual Leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred Vacation/Annual Leave period in order of seniority (defined as total months of State service in the same manner as Vacation/Annual Leave is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation/Annual Leave schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.

M. If an employee does not use all of the Vacation/Annual Leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued Vacation/Annual Leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued Vacation/Annual Leave hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking

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

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

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

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

TA 9:00 am
6-6-16
Pam Manwiller
Pat Wilson
Marlene Schultz
T. Navarrette

SEIU 1000 TA

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

SEIU 1000 TA

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

TA 9:00 am
6-6-16

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

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:

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

TA 10:41am 6-7-16

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).

2. Multiple positions under this rule:

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

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

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

   1. The employee has a demonstrable pattern of sick leave abuse; or

   2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an

unauthorized reason.

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

E. An employee will not be denied the right to use sick leave or be subject to any type of corrective or disciplinary action, or in any manner discriminated against for using or attempting to exercise his/her right to use sick leave based solely on the amount of use.

~~F. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State~~

~~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.~~

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

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

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

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.

EIV 1000 TA

TA 10:41am 6-7-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 2

The Union proposes to delete the following language:

~~**8.3.17 Bereavement Leave (Unit 17)**~~

~~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 that has been defined and certified with the Secretary of State's office in accordance with Family Code section 297, grandparent, grandchild, child, sister, brother, stepchild, 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 (8) 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.~~

STATE 6-16-16 11:30pm

SEIU 1000 TA

~~B. A department head or designee shall authorize bereavement leave with pay for a permanent fulltime or probationary full-time employee due to the death of aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight (8) hour days 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 existing leave credits or authorized leave without pay. Such requests shall not be unreasonably denied.~~

~~D. Employees may utilize their annual leave, PLP, holiday, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for bereavement leave in accordance with the sick leave provision of this agreement.~~

~~E. Fractional time base (part time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base in accordance with the Chart for Computing Vacation, Sick Leave and Holiday Credits for all Fractional Time Base Employees in article 7.~~

SEIU 1000 TA

STATE

6-16-16
11:30pm

LOCAL 1000 SEIU Stronger Together

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.

SEIU 1000 TA 6/14/2016

TA 6/16/16 9:28 PT

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

of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2. Any such request shall not be arbitrarily or unreasonably denied.

E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base (See schedule in Article 7).

SEIU 1000 TA
6/16/2016

TA
6/16/16
9:28

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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

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.

TA SEIU 1000

Bruce Theel

Robert Vega

Pat Wilson

6-2-2016

S. Miranda

Marlene Schultz

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.5 Adoption Leave

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.

5/26/2016 5:10 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.6 Union Leave

TA SEIU 1000

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:

1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.

2. Any denial of union leave must be made in writing to the Union, with an explanation for the denial.

3. The Union leave request form shall be

signed by either the SEIU Local 1000 President or 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.

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

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

7. Except in emergencies or layoff

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

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

Brenda J. Mort
Bruce Theel
Sophia Miller
Brad Willer
Robert Vega
Mae Watson
K Cayant
Donna Jones BU20
Yuel Carter BU21
Brooke Pierman
Margie Mead

TA 2:30 pm
6-2-16
Pam Manwiller
Pat Wilson
S. Sanzo 6-2-2016
S. Miranda
Marlene Schultz
K Van Sick
S. Sal
Khayri
T Navarrette
SJR
Patty Hamant

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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;

5/26/2016 5:10 PM

2. For temporary incapacity due to illness or injury;

3. To be loaned to another governmental agency for performance of a specific assignment;

4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;

5. Education;

6. Research project;

7. Personal or family matters; or

8. Run for public office.

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

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

1. At the expiration of the leave; or

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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

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.

TA 4:50p 6-2-16

B. Upon request of an employee and upon

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

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

1. Sick leave credits cannot be transferred;

2. The receiving employee has exhausted all leave credits;

3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave. Special School exempt employees may transfer personal 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;

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.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6-2-16 SEIU 1000 4:50pm

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;

4:50pm TA 6-2-16

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

returned to the appropriate donor;

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

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

TA 4:50p
6-2-16

LOCAL 1000
SEIU
Stronger Together

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.

SEIU 1000 TA

TA 4th p 6-13-16

Pat Wilson

6/13/2016 2:54 PM

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

TA 6-13-16 4:26p

6/13/2016 2:54 PM

LOCAL 1000 SEIU Stronger Together

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

TA 2:30 PM

6-2-16

6-2-2016

5/26/2016 5:10 PM

LOCAL 1000 SEIU Stronger Together

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.

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

SEIU Local 1000
TA'd @ 1707

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

STATE
TA'd @ 5/16
5-18-16

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

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

C. This action shall not be applicable to

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

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

E. Upon request, and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 a.m. to 5:00 p.m. may be placed on an existing work schedule or shift that coincides with the time he/she is required to be available in accordance with the provisions of A above.

SEIU Local 1000

TA'd @ 1707
on
Kimberly Cavart
Mary Delu Eng
Dai Steedman

STATE
5-18-16 TAL @ 1516

LOCAL 1000 SEIU Stronger Together

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.

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.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following rollover language:

U 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.

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

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

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

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

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.

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

SEIU 1000 TA

TA 725 p
6-11-16
pam manville
Pat Welson
T navarette
Marlene Schultz

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.16 Family Medical Leave Act (FMLA)

A SEIU 1000

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 ~~FLMA~~FMLA;

TA 2nd p 6-2-16

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;

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

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

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

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

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

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

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

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

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

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

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.

I. The Union will be noticed when a denial is issued for the lack of one thousand

two hundred and fifty (1,250) hours of service. A copy of the written denial shall be sent attn: SEIU Local 1000 Headquarters within thirty (30) days. Should the request for FMLA be denied, the reason for denial will be provided in writing within thirty (30) days to the employee.

TA SEIU 1000

Brenda J Moore, Unit 1
Bruce Theel, Unit 3
Sophia J Perrus BU4
Brad Wilson BU11
Robert Vega BU14
Mary Patterson BU15
Kimberly Cavart BU17
Ronald Jones BU20
Miguel Carlon BU21
Brooke Pierson, Staff
Margaret Reed

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

S Simpson 6-2-2016
H Hanna
Marlene Schultz
K Vasich
S. Sah
K Kaczmarek
S Port
Navarrette S Nivon Jr
Patty Hamert
Pat Wilson

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.17 Mentoring Leave

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

A. Eligible employees may receive up to forty (40) hours of mentoring leave per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. Mentoring leave is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. Mentoring leave may not be used for travel to and from the mentoring location.

TA 4:50p 6-2-16

B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting mentoring leave. For example, if an employee requests two (2) hours of mentoring leave, he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the mentoring leave. Mentoring leave does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of ~~the~~

6/1/2016 5:32 PM

calendar year.

C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor with verification of personal time spent mentoring from the mentoring organization.

D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.

E. In order to be eligible for mentoring leave, an employee must:

1. Have a permanent appointment;

2. Have successfully completed their initial probationary period; and

3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor's Mentoring Partnership, for a minimum of one school year. (Most programs are aligned with the child's

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

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 pro-rated 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.

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.

LOCAL 1000 SEIU Stronger Together

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

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

B. Family Crisis

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

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

LOCAL 1000
SEIU
Stronger Together

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

Branch of Mark, Unit 1
Bruce Theel, Unit 3
Sophie Peeler BU4
Brad Willis BU 11
Robert Vega BU 14
Mae [illegible] BU15
Kimberly Cavant BU17
Ryonna Jones BU20
Myrna Cordero BU21
Brooke Pierrejean, Staff
Margie [illegible]

TA 2:30 PM 6-2-16
Pam Manwiler
Pat Wilson
[illegible]
[illegible] 6-2-2016
S Sheldon
H Hunt
[illegible]
Marlene Schultz
T Navarrette
S. Mirumla
K Vanhoven
S. Sun
Patty Adamant
[illegible]
Khayrie
[illegible]

5/13/2016 4:02 PM

LOCAL 1000 SEIU Stronger Together

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.

6/1/2016 5:37 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 6-12-16

0933

Proposal No: 2

The Union proposes the following language:

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

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

STATE 6-12-16 1514 TA'd

SEIU Local 1000 TA'd @ 3:14pm 6/12/16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/14/16

Proposal No: 3

The Union proposes the following language:

XX.XX.17 CDCR-CCHCS Vacation Scheduling (Unit 17)

A. Upon the request of the Union, the parties shall meet to develop a standardized vacation scheduling procedure for all CDCR-CCHCS institutions.

B. The Union and State shall select up to ten (10) representatives (five (5) on Official Business), who shall serve with no loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses, as a result of attending the meeting.

SEIU Local 1000

TA'd @ 10:54pm

STATE

6-14-16 TA'd @ 1056

6/13/2016 9:26 PM

B. During the period of October 1 to October 31, all Registered Nurses ~~employees~~, ~~without regard to bargaining unit classification or seniority,~~ may sign up for no more than ~~two~~ three (~~32~~) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The ~~two~~ three (~~32~~) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one vacation period shall not exceed twenty-four (24) vacation days scheduled off. Each vacation period shall be separated by at least twenty-two (22) days worked.

1. Vacation requests shall not exceed the employees' accrued vacation, annual leave, Personal Leave Program (PLP), furlough, or Personal Development Days (PDD) time balance at the time(s) the vacation(s) is taken.

~~2. No other accumulated/accrued time shall be authorized for the purpose of requesting vacation time off.~~

STATE
6-12-16 TAL
1514

~~3.~~2. During the above period, management will not intervene to resolve conflicts in the vacation requests. Beginning November 1 and ending the close of November 30, those employees with overlapping vacation requests that would result in exceeding the authorized vacation posting shall be notified. These employees will be given the opportunity to modify their vacation choices through discussion and compromise among the affected employees. Where these discussions do not result in compromise and agreement among affected employees, the most senior employees' vacation request shall prevail ~~if the employees are in the same bargaining unit~~. Conflicts between employees with the same seniority ~~of different bargaining units~~ shall be resolved by lot (coin toss). The employee has the right to be present during the coin toss. If an employee does not obtain his/her bid vacation, he/she will be provided the same duration of time off as bidded as determined by management, or the employee may bid on the

STATIC

6-12-16 TAL

remaining unbid vacation time.

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

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

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

1. Program management shall maintain full and unabridged discretion to determine the time slot(s) available on the ad hoc calendars and shall maintain full and unabridged prerogatives to add or delete ad hoc time slot(s) that have not been approved off.

2. The ad hoc calendar shall not be construed as an additional

vacation calendar, but as contingent and tentative time slot(s) subject to cancellation for operational needs.

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

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

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

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

H. If an ad hoc time slot is available, an

employee who elects to use a personal holiday, it shall be granted if the request is made at least five (5) calendar days in advance.

SEIU Local 1000

TA'd @ 3:14pm
6/12/16

STATE

6-12-16 TA'd @ 1514

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/12/16 6338m

Proposal No: 2

The Union proposes the following language:

8.25.17 DSH Vacation Scheduling (Unit 17)

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

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

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

2145 STATE 6-14-16 TA'd

SEIU Local 1000 TA'd @ 9:45pm

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

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

C. Beginning December 1, employees may select time off on a first-come first-serve basis from the remaining posted dates. If the selection is at least ten (10) calendar days prior to the first selected day off, the selection shall be granted. Requests for time off with less than ten (10) calendar days notice may be granted. For use of the

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

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

1. Bid another available vacation period; or

2. Bump previously approved Unit 17

employee(s) time off which was requested after December 1 and is conflicting with the transferring employee's vacation period; or

3. Cancel the vacation.

4. Vacations scheduled under this subsection shall be considered to be bid vacations.

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

1. Volunteers

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

3. Bid vacations by inverse seniority.

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

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

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

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

STATE
6-14-16 TA'L 2145

SEIU Local 1000
Th'd @ 9:45pm

K Cowart
Dai Steedman
Mary Dr
Vanessa Seashoney

Kenneth Cox

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/15/16

Proposal No: 4

The Union proposes the following rollover language:

8.26.17 ~~Yountville~~ Department of Veterans Affairs ~~Home (YVH)~~ Vacation Scheduling (Unit 17)

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

The vacation request schedule is:

April - September
October - March

1. ~~B. From the second Wednesday of January and July through the third Thursday of February and August,~~ a All level of care Registered Nurses, may sign up for one vacation period of consecutive days for the upcoming calendar period (as listed in A above). as follows:
   a. For April – September: Between the second Wednesday of January through the third Thursday of February; and
   b. For October – March: Between the second Wednesday in July through the third Thursday in August.

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

STATE
6-15-16
TAC
1233
SEIU Local 1000
TA'd @ 12:33pm

6/15/2016 12:05 PM

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

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

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

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

2. ~~C.~~ By the last day in February and August, the approved vacation calendar shall be posted.

3. ~~D.~~ Beginning March 1 and September 1, through the second Friday of March and September, those employees who do not have any vacation time granted will have an opportunity to request a vacation from the remaining vacation time by noting their request on the posted calendars. ~~Only vacation time~~ Vacation, annual leave, Personal Leave Program (PLP), furlough, or Personal Development Days (PPD) may be used for vacations

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

4. ~~E.~~ Nothing in the policy shall prevent the granting of time off in excess of the posting time off.

5. ~~F.~~ Vacation calendars and ad hoc calendars shall remain posted for the entire bid periods.

6. ~~G.~~ Vacation periods or ad hoc days which are cancelled by an employee shall become available to other employees on a first-come first-serve basis subject to sections ~~B~~ 1 and ~~D~~ 3 above.

~~H. Within ninety (90) days of ratification of this Contract, YVH will advertise for Permanent Intermittent and Retired Annuitant Registered Nurses for the purpose of establishing an in-house registry.~~

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

for each Veterans Home. The Union may request to meet and confer relative to the Home's vacation scheduling procedures.

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

SEIU Local 1000

TA'd @ 12:33pm

Dai Steadman

Mary Del

Nanessa Seeley

STATE

6-15-16 TAL 1233

Lyquinor Fisher

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

8.28.17 Paid Education Leave (Unit 17)

SEIU Local 1000 Trade 1707

STATE 5-18-16 JAL 1516

A. All Unit 17 employees, with the exception of the classification of Nurse Practitioner, shall be entitled to thirty-two (32) hours of educational leave on State time during a Unit 17 employee's two (2) year licensure period. Nurse Practitioners shall be entitled to a total of forty (40) hours of Educational Leave during a Unit 17 employee's two (2) year licensure period.

B. Educational leave will be used at the employee's discretion with release subject to operational needs and reasonable advance notice.

C. The intent of educational leave is earn the necessary Board of Registered Nursing approved Continuing Education Units (CEU's) required to maintain the employee's license as a registered nurse. Written evidence of CEU completion may be required by

management.

D. If a Unit 17 employee's request for educational leave had been denied twice in a fiscal year due to unanticipated operational needs, their paid educational leave shall be granted the third time, if verification of requirement of the CEU's for license renewal is provided.

SEIU Local 1000

TA'd @ 1707
on

Kimberly Cannat

Mary DeLaCy

Dan Steadman

STATE

5-18-16 TAL @ 1516

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

8.29.17 Non-Paid Education or Research Leave (Unit 17)

A. Upon written request, the State may grant up to a one year non-paid educational leave to a permanent full-time Unit 17 employee. Educational or research leave shall be for the purpose of attending school or college or to enter training to meet continuing education requirements for meeting licensure, obtain a certificate in a specialized area of nursing, improve the quality of the employee's nursing skills, or to conduct or participate in a research project.

B. An education or research leave shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least fifteen (15) work days prior to the effective date of the revocation. An education or research leave may be terminated by the employee with the approval of the department head or designee.

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TAL 0/5/16

Mary Dehn
Dai Steadman

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.32 Personal Leave Program (PLP) 2010 and 2012

SEIU-TAC 4:50pm 6/2/2016

A. PLP 2010 and PLP 2012 shall be requested and used by the employee in the same manner as vacation/annual leave and personal necessity leave. Requests to use PLP 2010 and PLP 2012 leave must be submitted in accordance with departmental policies on vacation/annual leave and personal necessity leave. PLP 2010 and PLP 2012 shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8.1.

B. PLP 2010 and PLP 2012 must be used before any other leave with the exception of sick leave.

TA 4:50 p 6-2-16

6/1/2016 5:38 PM

LOCAL 1000 SEIU Stronger Together

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.

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

verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick, vacation, annual, personal, CTO, Family Medical, catastrophic, SDI, and medical leave.

10. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to his/her former position.

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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

IU 1000 TA

Date _____

Proposal No: 1

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

6/9/2016 1:37 PM

provision of this law.

U 1000 TA

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.

TA 1033 am
6-10-16

LOCAL 1000 SEIU Stronger Together

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

TA 2:45 12-3-16

12/2/2016 6:54:05 PM

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.

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

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

SEIU Local 1000 TA

appointment, the deduction amount will be computed based upon the part-time appointment's pay rate.

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

SEIU Local 1000 TA

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 2

The Union proposes the following language:

9.1.17 Health Benefit Plan/Vision Benefits Service Plan (Unit 17)

A. Consolidated Benefits (CoBen) Program Description

SEIU 1000 TA 2220

STATE TA2 4-11-16 10:30pm

1. CoBen Allowance

Upon ratification by the Legislature, the State agrees to pay the following contribution for the Consolidated Benefits (CoBen) Allowance.

The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

The employer health benefits contribution for each employee shall be

an amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the State Controller's Office if the notice is received by the tenth (10th) of the month.

~~2. Dependent Vesting~~

~~Unit 17 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 one (1) year vesting schedule for the employer health contribution for dependents as follows:~~

STATE 6-11-16 10:20pm

~~a. Seventy five percent (75%) of the normal employer dependent portion of the contribution upon initial enrollment;~~

~~b. One hundred percent (100%) of the normal employer dependent portion of the contribution upon completion of twelve (12) months of service.~~

32. Description of the Consolidated Benefit (CoBen) Program

Employees will be permitted to choose a different level of benefit coverage

according to their personal needs, and the State's allowance amount will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:

a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by CalHR, the health benefit enrollment party code will determine the allowance amount.

b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies that he/she has qualifying group health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.

c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by CalHR and certifies that he/she has qualifying group health

coverage and dental coverage from other sources the employee will receive one hundred fifty-five dollars ($155) in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.

d. Permanent Intermittent (PI) employees shall only be eligible to participate in the CoBen Cash Option and receive a six (6) month cash payment for the first control period of each plan year.

e. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that he/she has qualifying group health coverage from another source, but enrolls in a dental plan administered or approved by CalHR, the employee may receive the difference between the applicable composite contribution and the cost of the dental plan selected and vision benefits, not to exceed one hundred thirty dollars ($130) per month. (The State will pay the premium cost of the dental

plan and vision plan). Cash will not be paid in lieu of vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.

f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum allowance amount as set forth in subsection A1 ~~and A2~~ above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash.

B. Health Benefits Eligibility

1. Employee Eligibility

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

2. PI Employees

a. Initial Eligibility – A PI employee will be eligible to enroll in health

benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in a PI control period. For purposes of this section, the control periods are January 1 through June 30 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.

b. Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) 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).

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

C. Dental Benefits

1. Contribution

The employer contribution for dental benefits shall be included in the Consolidated Benefits Allowance as specified in subsection A (1) ~~and A (2)~~ of this agreement.

2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsections B (1) and B (2) of this agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsections ~~A (2) and~~ B (3) of this agreement.

D. Vision Benefit

1. Basic Plan Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution rates for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in section A (1) ~~and A (2)~~. The vision benefit provided by the State shall have an employee co-payment of ten dollars ($10) for the comprehensive annual eye examination and twenty five dollars ($25) for materials.

2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under subsections B (1) and B (2) of this agreement.

3. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under subsections ~~A (2) and~~ B (3) of this agreement.

4. Enhanced Vision Plan Option

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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

TA 10.15 6-27-16

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

SEIU Local 1000 TA

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~~

TA 7:46 PM 4-23-16

4/28/2016 5:19 PM

~~agrees to meet and confer to discuss implementation of the legislation.~~

SEIU LOCAL 1000 TA

TA 2:46 PM 6-23-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

9.5 Employee Assistance Program (EAP)

TA 2nd P 6-2-16

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

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

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

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

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

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.

TA SEIU 1000

TA 2nd PT

6-2-2016

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.6 Pre-Tax of Health and Dental Premiums Costs

TA SEIU 1000

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.

TA 6-2-16

5/27/2016 8:46 AM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.7 Pre-Retirement Death Continuation of Benefits

Government Code section 19849.15 – notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed one hundred-twenty (120) days beginning in the month of the employee's death. The surviving spouse, domestic partner or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse, domestic partner or other eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

6/1/2016 5:43 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

1000 TA

The Union proposes the following language:

TA 10:41am 6-7-16

~~**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.~~

6/6/2016 6:24 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.9 Presumptive Illness

When required by Cal/OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal/OSHA regulations.

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

TA 4:50 PM 6-2-16

6/1/2016 5:55 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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.

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.

LOCAL 1000 SEIU Stronger Together

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

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 SEIU 1000

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 2:30 p
6-2-16
Pam Manwiler
Pat Wilson
Patty Amant

6-2-2016

Marlin Schultz

T Navarrette
S Miranda

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following rollover language:

1 1000 TA

9.12 Flex/Elect Program

TA 10:41am 6-17-16

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.

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

SEIU 1000 TA

TA 10:41 am
6-7-16

LOCAL 1000 SEIU Stronger Together

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

TA 2:30 P 6-2-16

LOCAL 1000 SEIU Stronger Together

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.

6/1/2016 6:12 PM

LOCAL 1000 SEIU Stronger Together

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.

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.

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

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

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

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

LOCAL 1000 SEIU Stronger Together

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

TA 2:30p 6-2-16

5/13/2016 3:06 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 3

The Union proposes the following language:

SEIU 1000 TA

9.17 State Disability Insurance (SDI)

A. All employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:

1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code.; ~~such as,~~ SDI provides benefits for an employee disabled due to a non-work related illness or injury. ~~of the employee,~~ SDI benefits include Paid Family Leave (PFL) which provides benefits to an employee who takes time off to care for a seriously ill family member as defined by section 3301 et seq. of the California Unemployment Insurance Code, or to bond with a minor child within one year after the child's birth or placement of the child in connection with foster care or adoption. ~~the employee's family member, domestic partner or the birth, adoption, or foster care placement of a new child.~~ Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment

TA 4:20p 6-13-16

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.

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:

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.

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

or 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

TA 4:26 p 6-13-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

9.19.17 Light/Limited Duty Assignments (Unit 17)

STATE 5-18-16 TA2 0515/16

SEIU Local 1000 TA'd @ 1707

A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days: 1) in accordance with a physician's recommended instructions; 2) where and when services are needed; 3) to the extent it does not inconvenience other employees; to the extent the employee can satisfactorily perform the work; and 5) where there is a prognosis for improvement. At the option of the State, the assignment may be extended beyond sixty (60) days. It is the intent of the parties that the limited duty assignments be of the minimum necessary durations and that the maximum limited duty assignment of sixty (60) days, and any extensions, be utilized for the most severe illnesses or injuries.

B. The State may make alternative assignments, retrain employees, or as provided under the Government Code, medically terminate an employee whose prognosis for continued employment is poor.

C. The State reserves the right to have an

employee examined by a physician of its choosing prior to granting, continuing or extending a light/limited duty assignment.

D. Nothing in this section shall be construed to contravene the State Personnel Board's (SPB) constitutional and/or statutory authority to determine the appropriate classification of assigned duties, to require reasonable accommodation of an employee or applicant with a disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in article 6 (Grievance and Arbitration Procedures) of this Contract.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-14

Proposal No: 1

The Union proposes the following rollover language:

9.21.17 Reasonable Accommodation (Unit 17)

A. No State employee shall be unlawfully denied reasonable accommodation. The State agrees to take such actions as necessary to ensure that this purpose is achieved.

B. Within California Department of Human Resources (CalHR) policy, the State agrees to make reasonable accommodation for the known physical and/or mental limitations of an employee with a disability. Such efforts shall include the types of reasonable accommodation specified by the CalHR.

C. Alleged violations of this section shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration Procedure) of this Agreement. Complaints alleging denial of reasonable accommodation shall be pursued with the State Personnel Board through the complaint procedure specified by the Board and/or with the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission.

STATE 5-18-14 TA2 D1516

SEIU Local 1000 TA'd @ 1707

Mary Della C

Di Steadman

LOCAL 1000 SEIU Stronger Together

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.

6/1/2016 7:57 PM

LOCAL 1000 SEIU Stronger Together

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 are administered by the CalPERS Board are not subject to change through negotiation.

SEIU 1000 TA

TA
6/16/16
9:30

6/16/2016 6:39 PM

LOCAL 1000 SEIU Stronger Together

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

TA 6-2-16 2:32pm

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.2 Health and Safety Committees

A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.

B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern. These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety. The twenty-four (24)

A SEIU 1000

TA 6.2.16 2:30pm Pam Manville

5/27/2016 8:56 AM P. Wilson

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

TA 6-2-16 2:30 pm

LOCAL 1000 SEIU Stronger Together

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

TA 6-2-16 2:30 pm

5/27/2016 8:57 AM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.4 Injury and Illness Prevention Programs (IIPP)

A. Each department shall establish, implement, and maintain an IIPP. The program shall be in writing and distributed and/or made available to all employees.

B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the CalHR level shall be final.

A SEIU 1000

TA 12-2-16 2:30 pm
Pam Manwiller

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

10.5.17 Safety Orientation (Unit 17)

A. Unit 17 employees in twenty-four (24) hour facilities shall be provided orientation which includes safety policies, procedures, CPR, and the use of safety devices, within forty-five (45) days of hire.

B. Safety orientation in other facilities shall be provided within forty-five (45) days; however, CPR training will be made available within twelve (12) months of hire.

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TA'D 15/16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA @ 4:50pm 6/2/2016

10.6 Emergency Evacuation Procedures

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.

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

6/1/2016 6:22 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

10.7.17 Protective Clothing and Equipment (Unit 17)

A. When the State determines and requires protective clothing to be worn or equipment to be used, the State shall provide the protective clothing and equipment. Protective clothing provided pursuant to this section is State owned or leased property which will be maintained as the State deems necessary.

B. When protective clothing or equipment is provided, the employee shall wear or use the protective clothing and equipment in accordance with instructions provided by the State. Employees using State provided protective clothing or equipment shall be held responsible for the loss of and/or damage to the protective clothing and equipment other than that incurred as a result of normal wear or through no fault of the employees. If the protective clothing or equipment is determined by the State to be defective or inadequate quality to afford proper protection or damaged to such a degree as to impair proper protection, the State shall provide replacement or repaired protective clothing and equipment at no cost to the employees.

STATE
5-18-16 TA 2015(6)

SEIU Local 1000
TA'd @ 1707

Mary Dieda

Dir Steadman

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

10.10.17 Medical Monitoring (Unit 17)

Medical monitoring programs may be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and may take into account the status of current technology and scientific recommendations for such programs. The Health and Safety Committees may make recommendations regarding medical monitoring programs to the department head or designee.

SEIU Local 1000

TA'd @ 1707

Kimberly Stewart

Mary Dela G

Dai Steadman

STATE

5-18-16 TA'd 1516

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

10.11.17 Hazardous Materials (Unit 17)

A. Upon request of the Union or an employee, the State shall provide a completed MSDS for each hazardous substance in use by Unit 17 employees at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller.

B. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.

C. An employee will receive training from his/her supervisor or from other departmental resources in the use of a hazardous substance where: (1) the manufacturer is required under Labor Code section 6390 to provide a MSDS; (2) the employee is required to use the substance; and (3) the employee has not previously been trained in its use. This provision shall be grievable only through the Director's level in the grievance procedure contained in article 6 (Grievance and Arbitration Procedure) of this Contract.

STATE 5-18-16 TA'd 5/16

SEIU Local 1000 TA'd @ 1707

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.12 Employee Restroom Facilities

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

TA SEIU 1000

Brenda J. Mobb, Unit 1

Bruce Thiel, Unit 3

Sophia Peiku BU4

Brad Miller BU 11

Robert Vega BU14

BU15

Kimberly Cavint BU17

BU20

BU21

Staff

TA 6-2-16 2:30pm

Pam Manwiller

Page 1 of 1

5/13/2016 2:24 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/14/16

Proposal No: 1

The Union proposes the following rollover language:

10.15.17 Personal Alarms: CDCR (Unit 17)

The Department of Corrections and Rehabilitation shall provide to a Unit 17 employee a personal alarm transmitter which is calibrated to the zone area where the employee is assigned. The transmitter shall be tested daily to ensure operational order.

SEIU Local 1000
TA'd @ 9:39pm

STATE 2139
6-14-16 TA'd

6/12/2016 5:25 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

10.16.17 Alarm System: DDS and DSH (Unit 17)

A. The Departments of Developmental Services and Department of State Hospitals agree that all alarm system equipment shall be maintained and periodically tested to ensure employees' safety.

B. The personal alarm shall be tested daily to ensure operational order.

C. DDS and DSH agree to meet with the Union, upon request, to discuss problems with the alarm system and necessary plans to correct these problems.

SEIU Local 1000

TA'd @ 1707

Kimberly Cavard

Mary DeLuCy

Dai Steadman

STATE

5-18-16 TA'd 1516

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 1

The Union proposes to delete the following language:

~~**10.17.17 Institution Radios: CDCR (Unit 17)**~~

~~Within six (6) months of ratification of this contract, the CDCR Health Care Division, Labor Relations and SEIU Local 1000 shall establish a Labor/Management Committee to review and study the necessity of institutional radios for Unit 17 employees in clinics, yard clinics, and isolated areas of institutions. The Union shall be allowed two (2) Union-appointed Unit 17 employees on State time. The department shall be allowed an equal number of management appointed members.~~

SEIU Local 1000

STATE

TAL at 1445

6-4-16

6/3/2016 11:49 AM

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

10.18.17 Referral of Assault/Battery (Unit 17)

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

SEIU Local 1000
TA'd @ 1707
Kimberly Conard
Mary Dela E
Dir Steadman

STATE
5-18-16 TA'd 0515/16

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-14

Proposal No: 1

The Union proposes the following rollover language:

10.19.17 Prevention and Management of Assaultive Behavior or Therapeutic Strategies and Interventions Training (Unit 17)

A. Department of State Hospitals (DSH) and Department of Developmental Services (DDS):

1. At DDS Prevention and Management of Assaultive Behavior (PMAB) or at DSH, Therapeutic Strategies and Interventions (TSI) training shall be mandatory.

2. The State shall provide all employees with an annual opportunity to attend PMAB/TSI training. All employees will be required to attend PMAB/TSI training at a minimum every two (2) years. PMAB/TSI training shall be mandatory within six (6) months of assuming employment.

3. Employees shall be compensated for attending PMAB/TSI training.

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TA'd 5/16

DS

4. Representatives of SEIU Local 1000 (Unit 17) may meet with DDS for the purpose of discussing the need to form a statewide PMAB Committee.

5. Upon request of the Union, the Department of State Hospitals agrees to schedule a meeting at the headquarters level to consider the Union's suggestions relating to the TSI program in DSH.

6. The Union shall be entitled to representation on the DSH Statewide TSI Committee.

B. The Department of Corrections and Rehabilitation and SEIU Local 1000 (Unit 17) will meet to address issues relating to self defense and PMAB/TSI training.

C. PMAB/TSI training for Unit 17 employees in departments or facilities other than those listed in paragraphs A and B above, may be offered on a space available basis and subject to arrangements being made to relieve the employees of their regular duties.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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 6/2/2016

4:50 p 6-2-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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

5/27/2016 9:00 AM

necessary to make the following equipment available to all employees that use computers:

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.

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

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.

TA SEIU 1000

TA 6-2-16 2:30pm

5/27/2016 9:00 AM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.23 Independent Medical Examinations

TA SEIU 1000

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.

TA 6-2-16 2:30p

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.24.17 Immunization Against Diseases (Unit 17)

The State shall offer immunization as required at State expense.

SEIU Local 1000

TA'd @

Dai Steadman

Mary Delia Cray

STATE

6-4-16 TAL 1443

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.25.17 Infectious Disease Control (Unit 17)

A. The State shall provide in-service training in infectious disease control and isolation procedures on an annual basis utilizing the best guidelines available. Examples of guidelines the State may use are the Joint Advisory Notice issued by the Center for Disease Control. For licensed hospitals, such training shall be consistent with California Administrative Code Title 22. For other clinical settings, such training shall reflect the needs of the work environment.

SEIU Local 1000

TA'd @

STATE

6-4-16 TA

1443

B. The State agrees that, upon request of SEIU Local 1000, a special meeting of the Professional Practice Group, provided for under Article 13.18, or the Health and Safety Committees provided for under section 10.2 (Health and Safety Committees) will be held at each facility to review the safety procedures, equipment, and materials relating to treating patients and clients with bloodborne diseases such as hepatitis or acquired immune deficiency syndrome.

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

SEIU Local 1000

TA'd @

STATE

6-4-16 TA at 1443

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.26 Precautions Against Exposure to Bloodborne Pathogens

TA SEIU 1000

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

TA 6-2-16 2:30PM

express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.

C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.

D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.

E. Employees who are exposed to bloodborne pathogens as a result of their employment will be advised of their ability to receive appropriate treatment and care as determined by their treating physician via the workers' compensation system.

F. The departments will utilize the most up to date guidelines provided for the processing of laundry.

G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand

TA 6-2-16 2:30p

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

TA 6-2-16 2:30p
Pam Manwiller

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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.

6/1/2016 6:43 PM

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).

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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.

TA SEIU 1000

TA 6-2-16 2:30

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).

TA SEIU 1000

Brendy M

Bruce Theal

Brad Wilson

Robert Vega

Marc S Pitt

K Conant

Ronna Jones BUS

Miguel Carbo a BU21.

Brooke Pierman

Margaret Macdonald

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

S.Sm

P.Wilson

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.29 Smoking Cessation

A. The State will continue to provide smoking cessation programs consistent with prior departmental practices.

B. Participation or non-participation in such programs shall not jeopardize the employment rights of participants and non-participants for failure to successfully complete smoking cessation programs.

C. Where not already implemented, the State agrees to consider smoking cessation programs upon request of groups of employees within the same department and geographic proximity.

TA SEIU 1000

TA 6-2-16 2:30 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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

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

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.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

10.35.17 Employee Self-Protection (Unit 17)

The Department of Education Special Schools, the California Department of Veterans Affairs, the Department of Health Care Services and the Department of Public Health shall encourage Unit 17 employees to attend training provided in self-protection, including, but not limited to, rape prevention.

SEIU Local 1000

TA'd @ 1707

STATE

5-18-16 TA'd @ 1516

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

10.36.17 Incident Debriefing (Unit 17)

A. Each Department with twenty-four (24) hour facilities shall develop policy governing work-related situations associated with a major incident.

B. The policy shall include definition of a major incident, and establish procedures which provide for employee referrals for necessary services.

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TA'd 1516

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

10.37.17 Wellness Programs (Unit 17)

The State shall encourage all agencies with Unit 17 employees to develop and implement departmental and/ or local wellness programs within existing budgetary and staffing resources. Wellness programs may include, but are not limited to, classes, speakers, informational materials and other services on such subjects as stress management, smoking cessation, weight reduction, nutrition, general fitness, and/or relaxation techniques. Employee participation in wellness programs shall be voluntary and on the employee's own time. Insofar as practical, wellness programs should be made available to Unit 17 employees working evening, night or other than regular day shifts.

SEIU Local 1000

TA'd @ 1707

STATE

5-18-16 TA'd 0151L

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-2016

Proposal No: 1

The Union proposes the following rollover language:

10.38.17 Rest Areas (Unit 17)

A. Unit 17 employees shall be permitted to use non-work areas for breaks if it does not involve an additional cost; it does not involve areas restricted for health and safety reasons; it does not interfere with State business needs; or it does not negatively impact on patients, consumers, inmates, wards, or students' health and safety. The State will endeavor to retain all existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Operational needs permitting, the State shall endeavor to allow reasonable time for nurses to travel to break rooms when the facility layout prohibits a local rest area.

B. Unit 17 employees may identify and request specific alternative locations which allow them to be removed from their daily routine and the work area for other nursing employees.

SEIU Local 1000

TA'd @ 1707

Mary Dahy

Dai Stadman

STATE

5-18-16 TA'd @ 1516

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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:

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

SEIU Local 1000

TA 2-45a 12-3-16

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 (¼) time.

C. The bonus received by the employee shall not be considered as compensation for the purpose of retirement contributions.

SEIU Local 1000

TA 2:45pm 12-3-16

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

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.

TA 2 45a
12-3-16

SEIU LOCAL 1000

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

XX.XX.17 Health Facilities Evaluator Nurse LA County Travel Incentive – California Department of Public Health (Unit 17)

Health Facility Evaluator Nurses (HFEN) that report to work in Los Angeles County will receive a one hundred sixty seven dollars ($167) travel incentive per qualifying pay period. Less than full time employees shall receive the incentive on a prorated basis. This incentive shall not qualify for retirement purposes.

(80 hrs.) ten days within a qualifying pay period

SEIU 1000 TA

TA 2:45 a
12-3-16
Pam Manwill

Mary Delaney

Dir Steedman

Pat Wilson

Mary Ann Monahan

12/3/2016 12:52:41 AM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 4

The Union proposes the following language:

11.XX.17 Special Salary Adjustments (Unit 17)

On July 1, 2017 SEIU Local 1000 represented employees in the following classifications shall receive the specified salary increase in addition to the General Salary Increase:

1. Registered Nurse (8165) – California Department of Education – five percent (5%)

1.Xa

SEIU Local 1000 TA

TA 12-3-16

12/2/2016 11:54:19 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.3.17 Salary Definition (Unit 17)

A. For the purpose of salary actions affecting employees assigned to Bargaining Unit 17, the following definitions shall apply:

1. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class.

2. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the dollar and cents amount.

3. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range

SEIU Local 1000
TA'd

STATE
6-4-16 TA 2
1443

and for employees compensated on a daily or hourly basis any one of the dollar and cents amounts found within the salary range.

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

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

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

7. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Under paragraph (2), one step higher is calculated by multiplying the rate by 1.05 (e.g., $2,300 x 1.05 = $2,415). One step lower is calculated by dividing the rate by 1.05 (e.g., $2,415 ÷ 1.05 = $2,300).

SEIU Local 1000

TA'd @

STATE

6-4-16 TA2

12/43

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

SEIU Local 1000

TA'd @

Dir Steadman

Mary DeLa Cy

STATE

6-7-16 TAL 1443

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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

TA 7:46 PM 6-23-16

6/23/2016 5:00 PM

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.

TA 7:46 PM 6-23-16

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.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.5.17 Release of Paychecks - NOC Shift or First Watch (Unit 17)

The departments shall make arrangements so that NOC shift or first watch employees may pick up their paychecks during their assigned work shift which begins on the authorized pay day.

TA 7:46 pm 12-23-16

SEIU 1000 TA

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

11.6.17 Overtime Checks (Unit 17)

Each department with Unit 17 employees shall make a good faith effort to process employees' overtime checks in an expeditious manner. The parties understand that the issuance of overtime warrants shall not take precedence over the issuance of master payroll warrants or Permanent Intermittent payroll warrants.

Upon request from the Union, the State agrees to meet at the facility/office level to resolve issues where overtime checks are consistently issued after the fifteenth (15th) of the month.

SEIU Local 1000

TAid @ 1707

Kimberly Conrad

Mary Dey

Dai Steadman

STATC

5-18-16 TAL 1516

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.7 Merit Salary Adjustments (MSA)

A. Employees shall receive annual MSA in accordance with Government Code section 19832 and applicable CalHR rules.

B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the MSA.

C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

6/1/2016 6:50 PM

Management Proposal (Rollover)

Bargaining Unit: 17 **Date:**

Exclusive Representative: SEIU, Local 1000

Article: 11 Salaries

Subject: 11.8 Night Shift Differential

A. Unit 17 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 sixty cents ($.60) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.

2. Employees shall qualify for the second night shift pay differential of seventy-five cents ($.75) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.

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

SEIU Local 1000 TA

K Cavart

Mary Dela Cruz

Vanessa

Dai Steadman

TA 12-3-16.
Pam Manwiller

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/15/16

Proposal No: 2

The Union proposes the following language:

11.9.17 Bilingual Differential Pay (Unit 17)

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

A. Definition of Bilingual Positions for Bilingual Differential Pay

1. A bilingual position salary differential purpose requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the ~~Department of Human Resources~~ CalHR (Time should be an average of the time spent on bilingual activities during a given fiscal year.)

STATE 6-15-16 TA 1226

SEIU Local 1000 Trade 12:26pm

2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:

   a. A direct public contact position;

   b. A hospital or institutional setting dealing with patient, client, student or inmate needs;

   c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.

3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.

4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.

5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific

bilingual transaction will count toward the ten percent (10%) standard.

B. Rate

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum one hundred dollars ($100) per monthly pay period, including holidays.

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

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

4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight cents ($.58) per hour.

5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of four dollars sixty-

one cents $4.61 per day.

C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the ~~Department of Human Resources~~ CalHR will receive the bilingual differential pay on a regular basis.

D. Bilingual differential payments will become earnings and subject to contributions to the ~~State Retirement System~~ CalPERS, CalSTRS, OASDI, levies, garnishments, Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the ~~Department of Human Resources~~ CalHR may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

F. Employees will be eligible to receive the bilingual differential payments on the date the CalHR approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not to exceed one year, and may be retroactive up

to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this section.

G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.

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

I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.

J. The bilingual differential pay shall be included in the rate used to calculate Temporary Disability; Industrial Disability and State Industrial Disability leave benefits.

K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.

L. The Union and the State will conduct a joint study to examine the delivery of bilingual services. The study will be completed by January 2018. Upon completion, participants will schedule and meet with the Director of CalHR to advise him/her of the findings of the study.

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

1. Information about the State Bilingual Certification Program and its effectiveness;
2. Workload associated with verbal vs. written translations;
3. Impact upon employees who perform bilingual services vs. those who do not;
4. Use of tactile interpretation and the impact to employees.

STATE
6-15-16 TA2
1224

SEIU Local 1000
TA'd @ 12:26pm

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

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.

6/1/2016 6:53 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

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.

6/1/2016 6:54 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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.

6/1/2016 8:07 PM

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.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 3

The Union proposes the following language:

11.15~~.4~~ State Special Schools Ten-Month Compensation Agreement (Units 4, 15, 17 and 20)

The Special Schools in the California Department of Education (CDE) shall use the following work schedule policy for permanent, full-time Bargaining Unit 4, 15, 17 and 20 employees that are scheduled to work a ten (10) month school year.

A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by State Personnel Board (SPB) rule 9) to permanent, full-time Special Schools' employees except when budgetary or program considerations preclude it. Budgetary or program considerations are those which are mandated by the Legislature~~,~~ and/or Governor~~, or Superintendent of Public Instruction.~~ This means that these employees shall ~~may~~ be scheduled ~~either~~ for work (i.e., regular work, overtime work, additional work as school activities necessitate, or work/training during recess periods), or paid State holidays ~~CTO, holiday credits,~~ or paid or unpaid leave that the employees use; so, that when all of

these are considered in total for the year each employee at the California Schools for the Deaf and California School for the Blind receives a minimum annual compensation equivalent to approximately one thousand seven hundred thirty-four (1,734) hours of the employee's regular (straight-time) rate of pay. Employees at the Diagnostic Centers will receive a minimum annual compensation to approximately one thousand nine hundred thirty-four (1,934) hours of the employees' regular (straight time) rate of pay based upon their twenty-five (25) day extended work year. The Special Schools may provide an annual compensation greater than one thousand seven hundred thirty-four (1,734) hours, (one thousand nine hundred thirty-four [1,934] hours for Diagnostic Center's employees) subject to budgetary and program considerations. If an employee chooses not to work, the School's obligation to provide a minimum opportunity for ten (10) months compensation shall be reduced accordingly.

During recess periods, the Special Schools may ~~utilize~~ schedule any combination of work, or training. ~~, vacation, CTO or dock.~~ The employee may request to use vacation, other leave credits or dock during this time. The request shall not be unreasonably denied. ~~Priority consideration will be given first to regular work assignments, second to training, and third to work not associated with their normal duties.~~ It is understood by both parties that regular work, work not associated with their

normal duties, and training may not be available. Employees may request training that enhances the Special School program.

B. Employees covered by this Agreement:

1. May ~~be scheduled and~~ use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 4, 15, 17 and 20 Contract vacation leave provisions.

2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods. In addition, the Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods. The seventy (70) hours shall be considered as paid leave and included in the 1,734 hours of compensation.

3. Sections B (1) and B (2) shall apply to permanent, part-time employees on a pro rata basis.

4. The seventy (70) hours of vacation leave credit (and pro rated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.

C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their ~~regular duties~~ classification shall only occur during recesses. For the purpose of these sections this is not considered out-of-class work.

D. The Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Contract are met.

~~E. During school recess periods, the Special Schools may schedule work, training , or paid leave (e.g.,~~

~~CTO or vacation) or place employees on~~ dock. ~~During recesses it is the intent of the Department that all employees covered by this Contract shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days.~~

~~F.~~ E. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.

~~G~~F. The Special Schools shall provide eligibility for medical and dental benefits during the months of June and July or July and August by scheduling a minimum two (2) days work~~,~~ or training, if available, or vacation~~,~~ or CTO in June and July or July and August. ~~and a minimum two (2) days of work, training, vacation, or CTO in August.~~

~~H~~G. At the beginning of each academic school year, employees covered by this article shall be given the irrevocable option to receive either cash or CTO when they work overtime during the academic calendar.

CTO ~~balances that remain at the end of the academic calendar shall~~ can be used by the

employee during the academic year. CTO balances that remain at the end of the fiscal year shall be cashed out. ~~to the employee.~~

Nothing in this subsection shall interfere with any other provision of this article.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

XX.XX Special Schools Calendar (Units 3, 4, 15, 17 and 20)

A. The Superintendent of a State Special School shall obtain input from employees during the development of the proposed academic calendar. Special School employees shall receive a copy of the proposed calendar prior to the adoption of the calendar. In addition, if a Special School proposes to change the number of in-service training days from the prior academic year, the Special School shall notify the teachers and obtain input.

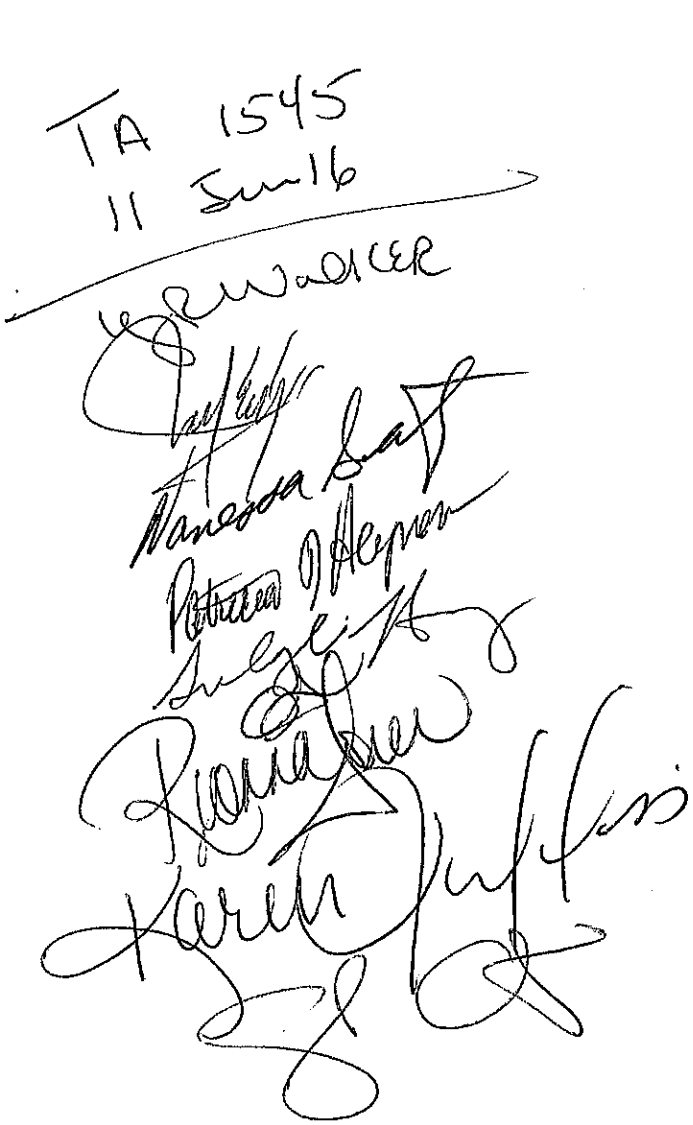
B. During the term of this Contract, the Director of State Special Schools hereby agrees that he/she will provide the Union with copies of proposed academic calendars for each of the Special Schools for the following academic year by April 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Director shall be free to implement the calendar or calendars unilaterally. In the event of an emergency or of events beyond the control of the Director, the State Special School shall be

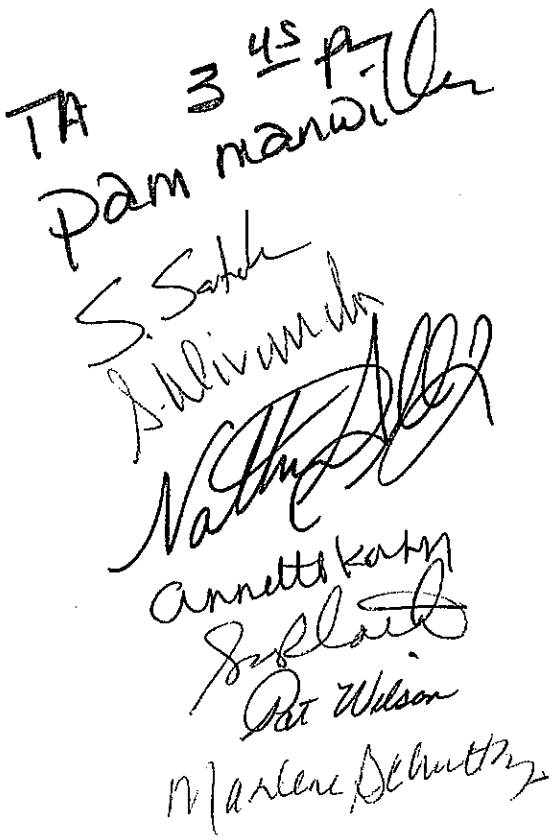
6/11/2016 12:42 PM

free to make such change in any or all of the academic calendars for the Special Schools as are required by operational necessity.

C. Within thirty (30) calendar days of the adoption of an academic calendar, the State Special School shall provide a copy of the academic calendar to Special School employees.

D. Time limits established in subsection B and C above can be extended by mutual agreement of both parties.





LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

11.17.17 Recruitment and Retention Differential (Unit 17)

A. Upon approval by the California Department of Human Resources (CalHR) and the Department of Finance (DOF), a department may provide Unit 17 employees a recruitment and retention differential for classifications, facilities, or geographic locations.

B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.

STATE
5-18-16 TA'd @ 1516

SEIU Local 1000
TA'd @ 1707

C. Permanent Intermittent (PI) employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.

D. The department may withdraw any recruitment and retention differential for classifications, facilities, or geographic locations for new hires with a thirty (30) day notice to SEIU Local 1000.

DS

E. The department shall not withdraw the recruitment and retention differential for an employee receiving the recruitment and retention differential during the term of this agreement.

F. Neither the decision to implement or not implement the recruitment and retention differential nor the amount of the recruitment and retention differential, if offered, shall be subject the grievance and arbitration procedure.

G. The DSH may apply the provisions of section 11.17 to specific positions. Other departments may be afforded this provision by mutual agreement of the parties.

SEIU Local 1000

TA'd 1707

STATE

5-12-16 TA'd 05/16

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

11.18.17 Retirement Compensation (Unit 17)

All current monthly recruitment and retention differential payments shall be considered as compensation for purposes of retirement.

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TA'd @ 1516

Page 1 of 1

5:40 am

Management Counter Proposal

Bargaining Unit: X all units (excludes Unit 1) **Date:** 6/16/16

Exclusive Representative: SEIU, Local 1000

Article: 11

Subject: Salaries

11.22.4 Institutional Worker Supervision Pay Differential ~~(Unit 4)~~

A. ~~Effective January 1, 1994, Bargaining Unit 4 e~~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)~~ twenty (120) hours a pay period shall, subject to the approval of the California Department of Human Resources, receive a pay differential of one hundred ninety dollars ($190) per qualifying pay period.

B. The pay differential shall be subject to CalPERS deductions for the purpose of retirement contributions.

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 leave, 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 Supervision of Inmates/Wards/Resident Workers Pay Differential rate) to compute the appointment rate.

TA
6/16/16
9:32

SEIU 1000
TA

Management Proposal (Rollover)

Bargaining Unit: 17 **Date:**

Exclusive Representative: SEIU, Local 1000

Article: 11 Salaries

Subject: 11.56 Registered Nurse Lead Differential

A. Effective July 1, 1999, Registered Nurses (Range B or D), Registered Nurses (Correctional Facility) (Range B or D), and Registered Nurses (Forensic Facility) (Range B or D), designated "shift leads" and whose primary, regularly assigned duties by the State are to direct the work of other nursing employees on a shift for a qualifying pay period shall receive a differential of one hundred fifty dollars ($150) per month.

B. This lead differential shall not be considered as compensation for purposes of retirement contributions.

C. The State shall not rotate nurses in and out of lead assignments nor arbitrarily reassign nurses receiving this differential to avoid paying this differential.

SEIU Local 1000 TA

TA 12-16

Management Proposal (Rollover)

Bargaining Unit: 17 **Date:**

Exclusive Representative: SEIU, Local 1000

Article: 11 Salaries

Subject: 11.57 Educational Differential

A. Registered Nurses (Range B or D), Registered Nurses (Forensic Facility) (Range B or D), Registered Nurse (Correctional Facility) (Range B or D), Surgical Nurses I and II, and Health Services Specialists who successfully complete the equivalent of fifteen (15) qualifying semester units of collegiate level job-related courses in a college or university of recognized standing shall be given an educational differential of fifty dollars ($50) per month. Only courses on the lists established by each department for implementing this provision will qualify toward this differential.

B. Upon request of the employee, each department employing RN's (Range B or D), RN's (Forensic Facility) (Range B or D), RN's (Correctional Facility) (Range B or D), Surgical Nurses I and II, and Health Services Specialists shall make available to all current and new Unit 17 employees a copy of the lists of those courses which qualify for this differential.

C. Only courses completed within the previous ten (10) years shall qualify towards educational differential.

D. The education differential shall not be considered as "compensation" for purposes of retirement contributions.

E. The State may add courses to the qualifying list at its discretion.

F. See Appendix 1.17 for Departmental Application procedures and for approved courses. Within 120 days from ratification and upon the Union's request, each department shall meet with the union to review and discuss their applicable section(s) for required updates.

SEIU Local 1000 TA

Mary De la Cruz

Vanessa

Dai Steedman

TA 12-3-16

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

11.58.17 Arduous Pay Differential (Unit 17)

At the discretion of the appointing authority, Bargaining Unit 17 employees who are in classifications exempt from the Fair Labor Standards Act (FLSA) (i.e., workweek group designation E or SE), shall be eligible to receive the "FLSA Exempt Employee Differential for Extremely Arduous Work and Emergencies" when performing arduous work that exceeds the normal demands of State service employment and upon meeting the criteria included in the differential (Appendix 2.17). The provisions of this section shall not be grievable or arbitrable.

SEIU Local 1000
TA'd @ 17:07

STATE
5-18-16 TA'd 1516

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

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

SEIU LOCAL 1000 TA

11:45 pm
12-2-16
Pam Manville

Stephanie Roth

S. Sal

Pat Wilson

Patty Stewart

Mary Ann Monahan

12/2/2016 6:14:09 PM

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.

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.

~~Effective September 1, 2013, Article 12.1 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

requirements outlined below:

Breakfast up to $7.00

Lunch up to $11.00

Dinner up to $23.00

Incidentals up to $5.00

Total up to $46.00 (Every full 24 hours of travel)

2. Time Frames - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

   a. On the first day of travel on a trip of more than twenty-four (24) hours:

      Trip begins at or before 6 a.m. Breakfast may be claimed

SEIU LOCAL 1000 TA

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

11 45 pm
12-2-16
Pam Manwila

SAEC
Ichayne
Marlene Schultz
Pat Wilson
Patty Hewart
Marjorie Monahan

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

SEIU LOCAL 1000 TA

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
Marin	$110
Los Angeles, Orange, Ventura & Edwards AFB, excluding the city of Santa Monica	$120
San Diego, Monterey County	$125
Alameda, San Mateo, Santa Clara	$140
City of Santa Monica	$150
San Francisco	$250

~~2. State Sponsored Conferences or Conventions~~

~~For receipted lodging while attending State Sponsored conferences and~~

~~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.~~

~~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

SEIU LOCAL 1000 TA

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

SEIU Local 1000 TA

- 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.

SEIU Local 1000 TA

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

regarding an employee leaving the LTA location on personal business:

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

D. Out-of-State Travel: For short-term out-of-State travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-State travel will be reimbursed in accordance with the provisions of long-term travel above.

E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column (B) of the Maximum Travel per Diem Allowances for Foreign Areas, section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term out of

country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by ~~the Department of Human Resources~~ CalHR.

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.

1. Mileage Reimbursement

   a. ~~Effective July 1, 2006,~~ ~~w~~When an employee is authorized by

SEIU Local 1000 TA

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~~

SEIU Local 1000 JA

~~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.~~1~~ 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

Approved

SEIU Local 1000 TA

headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less." If the employee begins travel one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

G. Receipts: Receipts ~~or vouchers~~ shall be submitted for every item of expense of $25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than $25 when travel is wholly within the State of California.

2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of $10 or less for each continuous period of parking or each separate transportation expense noted in this item.

3. Telephone, ~~telegraph,~~ fax, or other business charges ~~related~~ necessary to State business of $5 or less.

SEIU Local 1000 TA

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.

11 45 pm

12-2-16

pam manwiller

SAGE

Marlene Schultz

Kbayne

Mary Ann Monahan

Pat Wilson

Patty J Smart

LOCAL 1000
SEIU
Stronger Together

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.

LOCAL 1000 SEIU Stronger Together

Union Proposal
Master Table

Date: _____

Proposal No: 2

The Union proposes the following rollover language:

1000 TA

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.

TA 10:41am 6-7-16

B. The State shall continue a system for employees where parking fees may be paid with pre-tax dollars.

SEIU 1000 TA

TA 10:41am 6-7-16

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

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)

SEIU 1000 TA

TA 6/16/16 9:32

6/16/2016 8:56 PM

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.

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.5 Transportation Incentives

A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

B. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.

5/27/2016 10:25 AM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

12.6.17 Alternate Transportation (Unit 17)

The State will determine the appropriate means of transportation when Unit 17 employees are required to travel in the performance of their job duties. The State shall authorize transportation that is different than what was determined to be appropriate, provided:

A. The employee submits a written request to the department at least seventy-two (72) hours prior to the travel;

B. The department approves the request;

C. The employee waives any overtime credits that could result from the use of alternate transportation; and

D. The employee will bear the difference of all expenses and time that may be incurred due to the use of alternate transportation.

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TA'd @ 1516

Mary Dehn
Dir Steadman

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 4

The Union proposes the following language changes:

SEIU 1000 TA

12.7 State Owned Housing

The State will adopt the standards for habitability consistent with California Civil Code sections 1941 and 1941.1 and the Department of Consumer Affairs' *Outline: Landlords' and Tenants' Responsibilities for Habitability and Repairs (Legal Guide LT-8).* The appointing authority agrees to inspect the premises prior to emloyees 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

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

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

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

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

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

TA 4:57 pm
6-13-16

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 2

The Union proposes the following language:

12.9.17 Overtime Meals (Unit 17)

A. When a Unit 17 employee is required to work overtime, management will provide employees with a meal allowance, a meal ticket or a complete meal. Should management be unable to provide a complete meal, a meal allowance or ticket ~~not to exceed~~ of eight dollars ($8) will be provided. ~~Upon request of either management or the Union a committee shall be activated, comprised of no more than three (3) Union members, to explore the feasibility of providing complete meals to employees required to work overtime.~~

6-16-16 11:30pm STATE

SEIU Local 1000 Add e

B. To be eligible for the overtime meal allowance, or ticket, the employee must be required to report to work at least two (2) hours prior to or be required to remain at least two (2) hours past their regularly scheduled workday. No more than three (3) overtime meals, allowances, tickets may be claimed during any twenty-four (24) hour period.

1. Employees who are provided an overtime

meal ticket shall receive the ticket on the day it is earned. The date and time issued shall be recorded on the overtime meal ticket.

2. Employees who are provided an allowance/ticket may receive reimbursement for the receipt/ ticket by attaching the receipt/ticket to a State Travel Expense Claim form. To receive reimbursement, receipt/tickets must be submitted within thirty (30) calendar days of the date the overtime meal was authorized.

6-16-16 11:30pm STATE

C. Overtime Meal Allowances – CDCR

1. Overtime meals, allowances or tickets will be earned when an employee is required to work at least two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. If the employee is required to work for more extended periods of time, he/she shall earn an additional meal, allowance, or ticket for each additional six (6) hour period of assigned work. No more than three (3) overtime meals, allowances, or tickets will be claimed during any twenty-four (24) hour period.

2. Unit 17 employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is

earned. The date and time of issue will be recorded on the ticket. The monetary value of each ticket, meal, or allowance shall be ~~six~~ eight dollars ($~~8~~6).

3. Employees who are on travel status, and are being reimbursed under the business and travel portion of this contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provision of this section.

6-16-16 11:30 Am STATE

4. The employee may use the meal ticket as provided in a and b below:

   a. The employee chooses to use the assigned meal ticket at the employee's snack bar or dining room, using it within ninety (90) days of the date recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. The value of the ticket at the facilities' snack bar or cafeteria shall be ~~six~~ eight dollars ($~~8~~6) but may be higher after consultations between management and the local Unit 17 steward in order that the reimbursement is sufficient to purchase a complete hot meal. If the employee does not purchase a

meal, he/she may follow the procedures as outlined in b below.

b. Employees issued meal tickets may receive reimbursement for the meal ticket by attaching the ticket(s) to a State Travel Expense Claim form and submitting it for payment within ninety (90) days of the issue date. Employees requesting reimbursement under this option will receive ~~six~~ eight dollars ($~~8~~6), regardless of the value assigned to the meal ticket by local management.

6-16-16
11:30pm.

STATE

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 ~~six~~ eight dollars ($~~8~~6) reimbursement for each overtime meal allowances earned.

SEIU Local 1000

TAUC

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

12.10.17 Replacement of Damaged Personal Clothing and/or Articles (Unit 17)

A. Unit 17 employees shall be reimbursed for personal clothing and/or articles which are damaged beyond repair during the course of an employee's workday. The State will not reimburse employees for damaged clothing and/or articles if the damage is caused by employee carelessness or negligence. Unit 17 employees shall exercise good judgment in the type and cost of personal clothing and articles worn while performing their duties. The State will provide reimbursement based on original receipts or current value. In both cases, depreciation will be considered in arriving at the reimbursement value of the clothing and/or articles.

B. This provision shall also apply to items of personal equipment specifically required by the State for the performance of the job.

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TA'd
5/16

LOCAL 1000 SEIU Stronger Together

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, <u>including footwear,</u> 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.

TA 7:46 PM 6-23-16

Pat Wilson

6/23/2016 5:13 PM

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.

TA 7:46 PM 6-23-16

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.

TA 7:46 PM 6-23-16

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

12.13.17 Tools, Business Equipment, Materials, and Supplies (Unit 17)

A. The State shall provide all business equipment, reference materials, materials, and supplies deemed necessary by the State. Business equipment, materials, and supplies provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided business equipment, materials, and supplies shall be held responsible for the loss and/or damage to those items other than that incurred as the result of normal use, wear, or through no fault of the employee.

B. Unit 17 employees may request that specific business equipment, materials, and supplies be made available for their use in the job. It is the intent of the State to provide business equipment, materials, and supplies to enable the employees to perform assigned duties and responsibilities.

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TA'd
1516

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

12.18.17 License Renewal Fees (Unit 17)

A. The State agrees to reimburse all permanent full-time employees who are required by law to maintain a license as a condition of State employment for the actual cost of license renewal fees during the term of this Contract.

B. Permanent part-time employees who are half time or more and who are required by law to maintain a license as a condition of State employment shall be reimbursed for the actual cost of license renewal fees on a prorated basis during the term of this Contract.

SEIU Local 1000

TA'd @ 1707

STATE

5-18-16 TA'd 15/16

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

12.21.17 Nurse Practitioner Furnishing Number Renewal Fees (Unit 17)

If a department requires, in writing, that Nurse Practitioners write prescriptions, the State agrees to reimburse all permanent full-time Nurse Practitioners for the actual cost of the furnishing number renewal fees each year.

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TA'd 05/16

LOCAL 1000
SEIU
Stronger Together

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 J. Morley, Unit 1
Bruce Theel, Unit 3
Sophia J Perkins BU4
Brad Wilson BU 11
Robert Vega BU 14
[illegible] BU15
Kimberly Cavart BU17
[illegible] BU20
Myrtle Carlson BU21
Brooke Pierman, Staff
Margot Meldal

TA 2:30 pm
6-2-16
Pam Manwiller
Pat Wilson
Patty Hamard
S Hiva
[illegible]
S [illegible] 6-2-2016
H Hamm
Marlene Schultz Dietrich
K Van Sick
S Sal
[illegible]
T Navarrette
S/B
[illegible]

5/15/2016 1:08 PM

LOCAL 1000
SEIU
Stronger Together

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

TA 2:32p 6-2-16

BU20

BU4

6-2-2016

TMavarette

LOCAL 1000 SEIU Stronger Together

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:

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

TA SEIU 1000

TA 6-2-16 2:30p

5/27/2016 9:04 AM

the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena. No rank and file shift lead shall be authorized access to an employee'(s) files, except with prior written approval of the employee.

C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. An employee signature shall not necessarily constitute agreement to the evaluation. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.

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

TA 6-2-16 2:30pm
pam Manwiller

representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.

E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/-her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.

G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not

TA 6-2-16 2:30
pam manwiller

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.

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

13.2.17 Informal Performance Discussions (Unit 17)

A. The State and SEIU Local 1000 encourage periodic informal performance discussions between Unit 17 employees and their supervisor to discuss work performance, job satisfaction, and work-related problems. Except when immediate action is necessary for health or safety reasons, such discussions shall be held in a private setting or sufficiently removed from the hearing range of other persons.

B. The issuance of work instructions by a supervisor does not constitute an informal performance discussion. This section shall not be construed to limit, in any manner, a supervisor's right to issue work instructions.

SEIU Local 1000

TA'd 1707

STATE

5-18-16 TA'd 0515/16

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5/18/16

Proposal No: 1

The Union proposes the following rollover language:

13.6.17 Performance Appraisal (Unit 17)

5:18 OLA K. FC 17/18

A. A performance appraisal is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of his/her duties. If an employee is not given an opportunity to perform on a particular element, the supervisor will note on the performance evaluation that the factor was not applicable, and the employee's evaluation shall not be negatively impacted. Employees shall not have their evaluation negatively impacted by their use of any leaves permitted under the terms of this Contract.

SEIU local 1000

TA'd @ 5:07pm

STATE

5-18-16 TAL 0516

1. Performance evaluations are not considered as an independent step in the disciplinary process.

2. If there is no evaluation of record within one year prior to a scheduled wage increase, the employee's overall evaluation shall be: "meets expectations".

B. PROBATIONARY REPORTS

Probationary performance reports shall be completed at sufficiently frequent intervals to keep the employee adequately informed of progress on the job. The final report may summarize the previously issued probationary performance reports.

C. ANNUAL PERFORMANCE APPRAISAL

Annual performance reports shall generally include information from the immediate twelve (12) months prior to the due date of the report, exclusive of the probationary rating period.

The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving.

In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the

employee's performance shall be deemed satisfactory.

While in the process of completing the probationary report or annual performance appraisal, the supervisor shall personally meet with the employee to review the appraisal or report, any notes, documents, or audits utilized in preparing the report.

At the time an employee signs his/her annual appraisal, a copy will be provided to the employee. These reports, as a general rule, will be issued to the employee no later than thirty (30) days after the due date of the report.

Any performance evaluation conducted of an employee who is a participant in Union/State collective bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. Such absences shall not be included as excessive absences. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such collective bargaining.

Any Unit 17 employee may grieve the content of his/her annual performance appraisal through the third (CalHR) step: (1) when he/she receives a substandard rating of the performance factors, or (2) when negative comments are inconsistent with the actual ratings received, or (3) when

rating factors are not used and the narrative evaluation includes negative comments. CalHR shall sustain the evaluation except where supported by substantial evidence to the contrary. When a grievance is granted on this subject, the annual performance appraisal will be modified to reflect the outcome of the grievance procedure and the original performance appraisal will be removed from the file.

SEIU Local 1000

TA'd @ 5:07pm

STATE

5-18-16 TA'd @ 15/16

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/16/16

Proposal No: 1

The Union proposes the following rollover language:

13.7.17 Performance Appraisal of Nursing Practices (Unit 17)

Unit 17 employees currently supervised by a supervising registered nurse shall be rated on their Individual Appraisal Summary by the supervising registered nurse. Unit 17 employees currently not supervised by a supervising registered nurse shall have their Individual Appraisal Summary reviewed by a supervising registered nurse.

SEIU Local 1000

Thd 3:18am

STATE

6-16-16 TAL at 0318

6/16/2016 12:15 AM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

13.9.17 Letters of Instruction (LOI)/Work Improvement Discussions (WIDs) (Unit 17)

STATE 5-16-16 TAL 5/16

A. LOI/WIDs (as well as counseling memos, informal letters of reprimand, letters of warning, etc.) shall contain a specified expiration date, not to exceed one year if there has been no recurring behavior, upon which the employee may request the removal of the same. Upon request to the appointing authority of his/her designee, they shall be removed and destroyed, unless the employee requests the documents be returned to them for their own disposal.

SEIU Local 1000 TA'd 17-07

B. LOI/WIDs shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from the date of discovery of the incident that forms the basis for the LOI/WID.

C. In cases where the departmental staff are investigating an employee in a situation which adverse action potentially may follow, and the decision is made to give the employee an

LOI/WID, the LOI/ WID shall be issued in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI. This will not prevent the parties from negotiating a formal adverse action down to an LOI/WID.

D. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Employee Counseling Record, Letters of Contact, or Expectations of Work Performance memos. These types of "minor" corrective memos are to be placed in the employee's supervisory file, but not in the OPF.

E. The employee shall have the right to submit a rebuttal to any LOI/WID, or any such comment referred to in paragraphs A. and D. above and/or section 13.1 paragraph C of this Contract. The rebuttal shall be submitted no later than thirty (30) days after issuance of the LOI/WID to the employee unless mutually agreed by the appointing authority's authorized representative and the employee or his/her representative to extend this time frame. The rebuttal shall be attached to the applicable LOI/WID and shall remain in the files only as long as the underlying document.

F. Disputes concerning this section are grievable to Step 3 (CalHR) pursuant to

Article 6, of the Grievance and Arbitration Procedure of this Contract.

G. Upon the employee's written request, all official Notices of Adverse Action, all documentation leading to or supporting or proposing such action, and all SPB decisions rendered in such cases will be purged from the employee's file(s) after three (3) years if there has been no recurring behavior.

H. Although any performance problem may be addressed in an employee's annual performance evaluation, the evaluation shall contain no reference to the issuance of an LOI/WID or adverse action.

SEIU Local 1000

TA'd @ 1707

STATE

5-18-16 TA'd @ 1516

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 6-12-16

1824

Proposal No: 1

The Union proposes the following rollover language:

13.11.17 Nursing and Upward Mobility Joint Labor/Management Committee (Unit 17)

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

2147 STATE 6-14-16 TAL

B. The committee shall prepare a full written report with recommendations made to the Director of the California Department of Human Resources. If the parties agree and funds are available, joint recommendations may be implemented prior to the expiration of this Agreement.

SEIU Local 1000

TA'd @ 9:47pm 6/14/16

DS

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

SEIU Local 1000

Tridec 9:47pm

6/14/16

STATE

6-14-16 TA2 2147

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

13.12.17 Employment Opportunities (Unit 17)

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

SEIU Local 1000
TA'd @ 1707
Kimberly Cowart
Mary Dehn
Dir Steadman

STATE
5-18-16 TA'd 15/6

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/14/16

Proposal No: 1

The Union proposes the following rollover language:

13.18.17 Professional Practice Groups (Unit 17)

A. The purpose of professional practice groups is to provide an orderly process through which nurses' services may participate regularly as a group to:

1. Establish, maintain and improve the standard of nursing practices;

2. Function as a central group to assist in:

   a. maintaining competence in nursing practices;

   b. increasing the scope of practice of registered nurses by exposure to new skills, trends, and developments of practice within the profession; and

   c. recognizing and accepting responsibility for recommending improvements to nursing practice;

2141
STATE
6-15-16 TAL

SEIU Local 1000
TA'd @ 9:41 pm

3. Participate actively in efforts to define and upgrade the standards of nursing practice, education, orientation, ethics, conduct, and achievement as required by the appropriate licensing board;

4. Serve as a centralized group for receiving individual or group concerns pertaining to nursing and channeling this input for study, evaluation and consideration; and

5. Improve communications between members of the profession, related treatment/health care disciplines, and management and supervisors regarding new trends and changes in nursing practices such as a result of legislation, science or new applications and interpretation of existing laws.

2141
STATE
6-14-16 TAC

B. It is the intent of the State to support the establishment of PPG's on either a facility or regional basis. All Registered Nurses employed at a facility are members of the PPG. The size, composition, and frequency of meetings for registered nurse PPG's shall be determined by facility management, which may include multi-disciplinary professional practice groups (PPG). Facilities which currently have multidisciplinary PPG's may continue their

inter-disciplinary PPG's. These meetings shall be open. Subject to supervisory approval based on operational need and with reasonable advance notice, an employee shall be permitted to attend a PPG meeting. The process of selecting officers shall include an election of representative rank-and-file registered nurses and may also include direct appointments by management. Direct appointments by management may not exceed one-half of the total officers. Prior approval of agendas may be required. Each PPG may elect officers, publish agendas in advance and distribute their minutes and notice of meetings only within the facility. Each professional practice group shall prepare minutes and provide a copy to management. Upon request, facility management may review the minutes prior to distribution.

2141
STATE
6-14-16 TAL

C. Professional Practice Group's shall be able to use State facilities, clerical support and mail systems consistent with current practices, workload and other facility priorities. Registered Nurses participating in Professional Practice Groups shall suffer no loss of compensation and shall receive no overtime as a result of attendance at any Professional Practice Group meeting or assignments made by a Professional Practice Group.

D. Professional Practice Group's may submit recommendations to facility management.

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

E. No Professional Practice Group shall discuss any subject that falls within the mandatory or permissive scope of bargaining as it relates to wages, hours, working conditions, classification studies, or a subject of any grievance or complaint. PPG's may, however, provide suggestions to appropriate department management on improvements to in-service training, and the appropriateness of uniform requirements. Professional Practice Groups are also appropriate forums to discuss issues such as appropriate trauma and crisis counseling for special situations, the need for hospice training where applicable and in accordance with job requirements. No Professional Practice Group communications, written or oral, may occur with any agency or organization other than the facility management without prior approval of the facility director or designee.

F. The Department of Corrections and Rehabilitation, DJJ shall support the formation of Professional Practice Groups at all of its facilities.

G. The Department of Corrections and Rehabilitation, Division of Adult Institutions (DAI) facilities shall support the establishment of Professional Practice Groups using criteria in this provision as guidelines. A detailed agenda will be submitted to management for approval at least ten (10) days prior to any meeting. Employees shall not receive any overtime for attending this meeting.

H. The Department of Veteran's Affairs shall support Professional Practice Groups at all of its facilities.

I. The Department of Health Care Services and the California Department of Public Health shall support Professional Practice Groups. PPG meetings shall be open.

J. The Department of Education shall schedule at least one meeting during each year of this Agreement and the school year between representatives of the registered nurse staff of the two (2) schools for the deaf and the three (3) diagnostic schools. The department shall publish the meeting schedule by September 1 each year of this agreement. Unit 17 representatives will have at least thirty (30) days to submit agenda items. Additional meetings shall be scheduled at the Department's discretion. For these meetings, representatives may be required to travel in conjunction with other staff during planned school activities and be required to use Departmental designated accommodations and facilities. A

detailed agenda will be submitted for approval to the Department at least ten (10) work days prior to the meeting. Employees shall suffer no loss of compensation and shall receive no overtime compensation as a result of these meetings. If a representative's workweek cannot be modified due to operational needs, any weekend meeting shall be considered work time and compensated on an hour-for-hour basis.

K. All departments that currently utilize Professional Practice Groups shall reaffirm, in writing, and publish, the importance of the Professional Practice Group and encourage Unit 17 employees to attend the meetings. The date, time, and location of the meetings shall be included in the notice. This information shall be provided to new employees during the formal orientation process.

L. Subsections A and E of this section are not subject to the Grievance and Arbitration Article.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

13.24.17 Orientation (Unit 17)

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

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

SEIU Local 1000

TA'd @ 1707

STATE

5-18-16 TA'd 5/16

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5/18-16

Proposal No: 1

The Union proposes the following rollover language:

13.25.17 Mandatory Training (Unit 17)

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

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

C. Upon satisfactory completion of mandatory training, the State agrees to reimburse Unit 17 employees for the expenses incurred.

SEIU Local 1000
TADC 1707

STATE
5-18-16 TAL
15/16

Reimbursement shall be limited to:

SEIU Local 1000
TAD @ 1707

1. Tuition and/or registration fees;
2. Cost of course-required books; STATE 5-16-16 TA'L 1516
3. Toll and parking fees in accordance with article 12 (Allowances and Reimbursements), section 12.1 (Business and Travel Expense);
4. Transportation or mileage expenses from the employee's headquarters in accordance with article 12, section 12.1;
5. Lodging and subsistence expenses in accordance with article 12, section 12.1

Mary Wacha
Dir Stedman

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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

13.26.17 Non-Mandatory Training (Unit 17)

STATE 5-18-16 TA2 5/5/16

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

SEIU Local 1000 TA'd 1707

B. The departments shall establish policies and procedures with regard to the method by

which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

SEIU Local 1000

TA'd @ 1707

Dri Steedman

STATE

5-18-16 TA'd 0515/16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 6-18-16

Proposal No: 1

The Union proposes the following rollover language:

13.27.17 In-Service Training (Unit 17)

STATE 5-18-16 JAL @ 15:16

SEIU Local 1000 TA'd @ 1707

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

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

C. All departments employing Registered Nurses with professional practice groups shall reaffirm, in writing, to each Hospital or Developmental Center Executive Director, Warden or

Superintendent or appropriate administrator the importance of the Professional Practice Groups particularly as it relates to in-service training.

SEIU Local 1000

TA'd @ 1707

STATE

5-18-16 TA'd 15/16

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

13.28.17 Education and Training Opportunities and Resources (Unit 17)

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

B. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employee's expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

STATE
5-18-16
TA'd @ 1516

SEIU Local 1000
TA'd @ 1707
Kimberly Durant
Mary Dela
Dai Steedman

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

13.29.17 Research Projects (Unit 17)

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

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

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TA'd
1516

2nd pp

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 4-27-16

Proposal No: 1

The Union proposes the following language:

U 1000 TA

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.

TA 9:00am 6-6-16

Pam Manwiller

Pat Wilson

Marlene Schultz

Marinette

4/26/2016 2:15 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following rollover language:

14.1 Classification Changes

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

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

C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the

SEIU 1000 TA

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.

SEIU 1000 TA

2/2

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 4:50pm 6/2/14

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.

4:50 PM TA 6-2-16

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

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

6/1/2016 8:23 PM

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:

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.

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.

SEIU 1000
4:50pm
6/2/16

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.

4:50p
6-2-16

3. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.

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

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

D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.

2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance shall be filed on a CalHR 651 (Job Description Form) provided by the State within:

   a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or

b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that he/she stopped working out of classification or his/her position became misallocated.

c. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in item b above.

3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in aArticle 6.

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

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 ~~a~~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.

TA SEIU1000
4:50pm
6/2/16

Brenda J. Mott
Bruce Thief
Ann [illegible]
Brad Wille
Robert Vega
Mary Stitt
[illegible]
Rianna [illegible]
Myrell Cordero
Brooke Pierman
Margaret Nuda

TA 4:50 pm
6-2-16
Pam Manwille

Dietrich MS
[illegible]
[illegible]
[illegible]
S. Khaim
S. Sa[illegible]
Khayim
[illegible] Pat Wilson
[illegible]
K [illegible]
P Lamont
T Navarrette

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

14.3 Classification/Pay Data

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

SEIU 1000

TA 6-2-16 2:30p

5/27/2016 9:06 AM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

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

A. Upon appointment to a Unit 17 position, departments shall provide each Unit 17 employee with a duty statement which describes the duties the employee is expected to perform. Duty statements shall be consistent with the Unit 17 employee's classification specification.

B. In CDCR duty statements may be included in the Post Orders.

C. Disputes over whether or not the duty statement is consistent with the class specifications shall be resolved through the grievance procedure. The decision reached at Step 3 (CalHR) of the grievance procedure shall be final.

SEIU Local 1000

TA'd @ 1707

STATE

5-18-16 TA'd @ 1516

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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.

TA SEIU 1000 4:50pm 6/2/16

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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

14.6 Job Announcements

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

5/27/2016 9:06 AM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

SEIU 1000
4:50pm
6/2/14

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.

TA 4:50pm 6-2-16

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.

6/1/2016 7:09 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

14.8 Contracting Out

SEIU 1000

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

TA 6-2-16 2:30pm

the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. Information Regarding Contracts To Be Let

1. Departments will provide the Union's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in bargaining unit class specifications.

2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide the Union's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed, but no less than five (5) business days thereafter, provided the contract is/will be for services found in bargaining unit class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D (1).

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

D. Review of Personal Services Contracts In Existence

1. Upon request of the Union each department shall submit copies of any or all personal services contracts that call for services found in bargaining unit class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than twenty-one (21) calendar days following the request by the Union, or longer if approved by the Union and the department. This shall include contracts that may otherwise be protected from public disclosure,

if they provide for services found in bargaining unit class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit classifications. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the Union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in bargaining unit class specifications. Costing information provided to the Union for protected contracts shall include total personnel costs for personnel services found in bargaining unit classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

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

TA 6-2-16 2:30pm

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.

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;

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

TA 6-2-16 2:30PM

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

into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section of the parties' collective bargaining agreement.

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

G. Relationship Between This Section And Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 1

The Union proposes to rollover following language:

14.19.17 New Classifications (Unit 17)

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

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

SEIU Local 1000

TA'd @ 6:14pm

Vanessa [illegible]

Mary Dela Cruz

Dir Steedman

1814 STATE

6-12-16 TAC

6/12/2016 11:50 AM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/14/16

Proposal No: 1

The Union proposes the following rollover language:

14.20.17 Classification Reviews (Unit 17)

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

STATE 6-14-16 TA2 2143

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

SEIU Local 1000 TA'd @ 9:43pm

The joint labor management committee shall complete one classification review prior to the commencement of a committee to address a subsequent classification review. It is the intent of the parties to compete the

classification reviews prior to the expiration of this contract; however, the primary goal of each committee is to ensure the review undertaken results in an accurate classification specification.

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

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

SEIU Local 1000

TA'd @ 9:43pm

STATE

6-14-16 TA'd 2143

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000

15.1 Appeal of Involuntary Transfer

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

B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

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

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

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

F. When a department has two (2) or more qualified employees in a class who are subject to an involuntary transfer which reasonably requires an

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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

15.3 Hardship Transfer

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

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

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable CalHR laws and rules.

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

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

SEIU 1000
4:50pm
6/2/16

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

Marlene Schultz
Pat Wilson

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

15.4.17 Employee Opportunity Transfer (Unit 17)

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

SEIU Local 1000
TA'd @ 1707

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

STATE
5-18-16 TA'd @ 1546

1. Employees desiring an Employee Opportunity Transfer shall apply in

writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

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

SEIU local 1000

TA'd @ 1707

Liberty Cavant

Mary Dedrick

Dai Steadman

STATE

5-18-16 TAd @1516

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

LOCAL 1000 SEIU Stronger Together

Union Proposal
Master Table

Date: _____

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.

B. Order of Layoff

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

C. Notice

1. The State agrees to forward a copy of the layoff plan and a copy of the SROA/Surplus list (as it relates to a potential layoff) to SEIU Local 1000 as

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

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

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

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.

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

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.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

16.2 Reducing the Adverse Effects of Layoff

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

5/27/2016 9:06 AM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

16.3 Alternative to Layoff

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

SEIU 1000

TA 2nd P

6-2-16

6-2-2016

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

IU 1000
50pm
12/16

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.

TA 4pm 6-2-16

6/1/2016 7:12 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

16.5 Layoff Employee Assistance Program (EAP)

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

5/27/2016 9:07 AM

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

16.7.17 Continuation of Benefits (Unit 17)

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

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TA'd @ 1576

Dir Steedman

LOCAL 1000 SEIU Stronger Together

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.

SEIU 1000 TA

TA
10/16/16
9:41 PM

5/27/2016 9:08 AM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

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

TA 6/12/16 9:42 pm

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 ~~S~~section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

D. The table below lists the 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

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 ~~S~~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 ~~S~~section 20683.2, effective July 1, 2013, First Tier industrial members, including ARP members, shall pay an additional one percent (1%) retirement contribution. Accordingly, effective July 1, 2013, industrial members who

participate in social security shall contribute nine percent (9%) of monthly pensionable compensation in excess of $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.

TA
6/12/16
9:42 pm

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.

TA

6/12/2016 9:04 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

SEIU 1000 TA

The Union proposes the following rollover language:

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 ~~S~~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.

TA 6/16/16 9:42pm

Pat Wilson

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 ~~m~~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

D. As stated in Government Code ~~S~~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.

TA 6/16/16 9:42 pm

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

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.

6/12/2016 9:25 PM

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

TA 6/14/16 9:43pm

LOCAL 1000 SEIU Stronger Together

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

TA 6-16-16 11:12 PM

6/12/2016 9:38 PM

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

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

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

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

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

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 ¾. The improved retirement quarter age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved quarter factors also apply to past service that is credited under the State Safety retirement category.

F. As stated in Government Code ~~S~~section 20677.91, effective November 2, 2010, State Safety members shall contribute nine percent (9%) of monthly compensation in excess of $317 for retirement.

As stated in Government Code ~~S~~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.

As stated in Government Code ~~S~~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.

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.

SEIU 1000 TA

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 11th P
6-16-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.5 State Safety Retirement

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

SEIU 1000 TA

6/12/16 9:43pm

6/12/2016 9:55 PM

LOCAL 1000
SEIU
Stronger Together

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

TA 6/14/16 9:44pm

Pam Manwiler

Pat Wilson

+ Navarrette

Stephanie Port

Kharynie

Marlene Schultz

6/12/2016 9:57 PM

LOCAL 1000 SEIU Stronger Together

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 ~~S~~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

9:47 pm TA 6-16-16

6/15/2016 9:19 AM

completion of the twenty-four (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the forty-seventh (47th) month of employment and ending on the last day of the forty-ninth (49th) month of employment following his or her initial ARP hired date.

C. Equal sharing of Normal Cost

As stated in Government Code Ssections 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.

SEIU 1000 TA

9:47pm
TA 6-16-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

17.8 Tax Treatment of Employee Retirement Contributions

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.

9:46pm 6-16-16 TA

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

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

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

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

   d. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 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 6-16-16

SEIU 1000 TA

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

TA 6-16-16

paragraph A of this ~~a~~Article shall be paid from the same source of funds as used in paying the wages of affected employees.

c. Employee contributions made by the employer under paragraph A of this ~~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.

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."

3. Wage Adjustment

Notwithstanding any provision in this Agreement ~~en~~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

6-16-16 9:46pm

6/12/2016 10:27 PM

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

LOCAL 1000 SEIU Stronger Together

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

State TA 6/16/16 10:20pm

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 ~~m~~Memorandum of ~~u~~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.

1/2

SEIU 1000 TA

TA 2p
6/16/2016
10:20p

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

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

1. A spouse who has care of two (2) or more eligible children, or three (3) or more eligible children not in the care of spouse ..... $1,800.

2. A spouse with one eligible child, or two (2) eligible children not in the care of the spouse .... $1,500.

3. One 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

LOCAL 1000 SEIU Stronger Together

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

State TA
6/16/16 10:20pm

6/12/2016 10:35 PM

LOCAL 1000 SEIU Stronger Together

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

State TA 6/16/16 10:20 PM

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.

6/12/2016 10:37 PM

LOCAL 1000 SEIU Stronger Together

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

TA 8:10 A 6-23-16

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

6/23/2016 11:10 AM

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

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

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

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

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 ~~a~~Article 8, section 8.2, Sick Leave.

2. Vacation Leave - A PI employee will be eligible for a one-time vacation bonus of forty-two (42) hours of vacation credit ~~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 ~~a~~Article 8, section 8.1(A), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

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

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

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

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 a 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.

~~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 ~~a~~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 8:10pm 6-23-16

I. Health Benefits – A PI employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of

four hundred eighty (480) paid hours in one 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.

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

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

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 (½) 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.

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.

LOCAL 1000 SEIU Stronger Together

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.

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

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

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

1. The change is due to an unforeseen

operational need; or

2. The change is made at the request of the employee.

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

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

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

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

1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;

2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;

3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;

4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA - exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;

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

as the FMLA, is permitted;

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

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

8. Subject to prior notification and 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

TA 2nd p 6-2-16

Pat Wilson

6-2-2016

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 4

The Union proposes the following language:

19.2.17 Overtime (Unit 17)

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

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

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

SEIU Local 1000 TA

Pat Welson

12/3/2016 3:12:15 AM

D. Rate of payment for authorized overtime, whether cash or CTO, shall be at one and one-half (1-1/2) times the regular rate of pay for each hour of overtime worked, or fraction thereof rounded in accordance with the workweek group.

E. If the State does not schedule CTO within one year from the date the overtime was earned, the State must provide cash payment for the overtime or may, at the request of the employee, extend the time the employee can take CTO. For the purposes of this contract section, authorized overtime is defined as overtime pre-approved by a designated supervisor. When an employee attempts to reach the designated supervisor for approval no later than thirty (30) minutes before the end of his/her shift, in order to request approval for overtime to complete mandated duties, failure of the supervisor to respond to the request or contact within thirty (30) minutes shall be construed as approved overtime authorization. Attempts for authorization must be supported by documentation as determined by departmental policy.

F. A Unit 17 employee may initiate a request for scheduling CTO which will not be denied without a work-related reason.

G. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different from employees in the same or similar situations.

H. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least fifteen (15) minutes at any one time. Overtime will be credited on a one-quarter (¼) hour basis with a full quarter of an hour credit granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.

I. In the DSH and DDS an employee shall have the choice of cash or CTO for overtime hours worked. Management shall have the option each fiscal year to compensate employees up to forty (40) hours with CTO. Prior to working overtime, the employee or the employer shall be notified if the overtime is to be paid in CTO. Employees may accrue up to one hundred (100) hours of compensating time off. All hours in excess of the one hundred (100) hour CTO maximum shall be compensated in cash. If cash compensation is paid to an employee for accrued CTO, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Employees shall have the right to hold up to forty (40) hours of accrued CTO exempt from mandatory buyout.

J. Effective the pay period following ratification before an employee is required to work mandatory overtime, management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not be limited to: Permanent Intermittent employees, Retired Annuitants and volunteers. As a last resort, to meet required staffing needs, when an employee is mandated to work overtime during a week with approved leave, other than sick leave, they will earn premium (1 ½ time) overtime compensation for hours worked over forty (40) combined leave use, other than sick leave, and hours worked in that week.

SEIU local 1000 TA

Dir Steedman

Mary DeLa Cy

TA 3:30
12-3-16
Pammeah

Pat Wilson

Hilda

Mary Ann Monahan

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

19.3.17 Rest Periods (Unit 17)

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

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

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

SEIU Local 1000
TA'd @ 1707
Kimberly Conant
Mary Dehn
Dir Steadman

STATE
5-18-16 TA2 @ 1516

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

19.4.17 Meal Periods (Unit 17)

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

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

SEIU Local 1000

TA'd @ 1707

STATE

5-18-16 TA'd 0156

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.5 Set Up/Shut Down Time

TA SEIU 1000
4:50pm
6/2/16

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

TA 4:50 pm
6-2-16.

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

19.6.17 Show Up Time (Unit 17)

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

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

STATE
5-18-16 TAJ
@ 1516

SEIU Local 1000
TA'd @ 1707

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

D. When a training session is scheduled on an employee's scheduled work day and outside the employee's scheduled work shift, and the employee is required to attend and the training session is

canceled without prior notice, the employee shall be compensated for the actual time from the beginning or end of his/her shift to the notice of cancellation.

SEIU Local 1000

TA'd @ 1707

Kimberly Cavanaugh

Mary Dehaley

Dir Steedman

STATE

5-18-16 TAL @ 1516

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/12/16

Proposal No: 1

The Union proposes the following rollover language:

19.7.17 Report Preparation Time (Unit 17)

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

SEIU Local 1000

TA'd @ 6:13pm

STATE TA
6-12-16 1813

6/12/2016 2:27 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 10/14/16

Proposal No: 1

The Union proposes the following rollover language:

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

A. Departments shall establish policies for flexible work hours and alternate work schedules for Unit 17 employees who desire to participate. It is understood, however, that all Unit 17 employees will comply with any sign-in procedures established by a department. Requests for participation in a flexible work hour or alternative work schedule program shall not be unreasonably denied.

At the request of the Union, the departments agree to schedule a meeting at each facility to discuss Union proposals related to flexible hours and alternate work schedules, for level of care employees. Additional meetings may be scheduled with mutual agreement.

B. "Flexible work hours" allow for the change of work schedules on a daily

STATE 6-14-16 1052 TA-D

SEIU Local 1000 TA'd 1057pm

basis. An "alternate work schedule" is a fixed work schedule other than regular/standard work hours.

C. A regular alternate work schedule shall not exceed twelve (12) hours per work day.

D. The affected employees shall be surveyed to determine the preferred work schedule. In the instance of a twelve (12) hour day workweek schedule, the choice shall be between 6 o'clock to 6 o'clock and 7 o'clock to 7 o'clock. A simple majority vote shall determine which twelve (12) hour schedule will prevail. The State may start the shift at thirty (30) minutes to the hour. The survey shall be jointly conducted by the Union and the Department designee. A written tabulation of the results shall be submitted to the Union. Atascadero State Hospital may continue its twelve (12) hour day scheduling program on a pilot basis for the term of this Contract.

E. Alternate work schedules include, but are not limited to four (4) consecutive ten (10) hour days (also known as "4 ten 40's" and "9 eight 80's") with each week utilizing consecutive days.

F. Any denial of requests made under this

section shall be in writing. In addition, permanent changes or cancellations to flexible work hours, alternate work schedules or reduced work time schedules shall not be made without prior adequate notice of at least thirty (30) calendar days to affected employees.

G. Upon request of the Union, departments will provide a copy of their formal written flexible work hours and alternate work schedule policies.

H. When a department intends to either establish and/or make major modifications in their existing flexible work hours and/or alternate work schedule policy, they shall notice in accordance with Article 24.1.

STATE
6-14-16 TAD
1057

SEIU Local 1000

Trade 10:57pm

Page 3 of 3 6/13/2016 10:00 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/16/16

Proposal No: 2

The Union proposes the following rollover language:

19.9.17 Exchange Of Days Off (Unit 17)

A. Unit 17 employees shall be permitted to exchange hours of work with other employees in the same classification, performing the same type of duties within the same work area(s) provided:

1. The exchange and repayment shall occur within ninety (90) calendar days from date of approval;

2. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;

3. The supervisor(s) approves the exchange; and

4. The employee(s) exchanging hours of work shall waive consideration for any additional compensation (e.g., overtime,

STATE 6-16-16 TA 02:19

SEIU Local 1000 TA'd 2:19 AM

holiday credit/pay, shift differential) which they would not have otherwise received.

B. Employees who fail to adhere to the agreed upon conditions of their exchange shall be denied subsequent requests to exchange days off.

SEIU Local 1000

Tad 2:19pm

STATE

6-16-16 Tad 02P

LOCAL 1000 SEIU Stronger Together

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

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.

5/13/2016 3:30 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000 4:50pm 6/2/16

19.11 Call Back Time

A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.

TA 4:50p 6-2-16

B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.

C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.

6/1/2016 7:28 PM

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.

TASEU1000
4:50pm
6/2/14

TA 4:50 pm
6-2-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.12 Standby Time

TA SEIU 1000
4:50pm
6/2/16

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 p 6-2-16

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

6/1/2016 7:20 PM

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 SEIU 1000
4:50pm
6/2/16

Brenda J Mott
Bruce Theil
Sophie Sun
Brad Wells
Robert Vega
Mark Potter
Vanessa Smith
Rhonda Buck
Myrtle Carlen
Brooke Pierson
Mary Woods

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

Dit Kong
K Van Sch
Tmavarrette
S. Miss
Marlene Schultz
S. Sch
Khayrie
Cat Wilson
P J Smart

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

SEIU Local 1000 TA

19.14.17 Overtime Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services (Unit 17)

TA 6/16/16 11:20 pm

The CDCR/CCHCS shall make every effort to reduce the amount of mandatory overtime and mandatory holdovers, distribute overtime fairly amongst employees of the same classification(s) and provide employees notice of possible or actual unanticipated overtime assignments at least ninety (90) minutes in advance. CDCR Fire Camps shall be excluded from this section.

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 17 (BU 17) nursing staff (by classification) who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments. When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, on duty full and part- time BU 17 employees, and Contract nursing registry, in this

order. After these avenues have been exhausted, a BU 17 classification employee may be mandated to work overtime as outlined below.

Voluntary Overtime

A. BU 17 classification employees shall be assigned voluntary overtime by departmental seniority, on a rotational basis by classification. Seniority scores will be determined by counting one point for each month of full-time qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total state service will be used to determine seniority scores.

B. The CDCR/CCHCS shall establish lists of BU 17 employees by classification in seniority score order. BU 17 employees may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 17 employees shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 17 employees will be provided the same volunteer overtime opportunity once, assuring each BU 17 employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).

C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 17 employee. If the BU 17 employee arrives to find the position changed or no longer needed, the BU 17 employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 17 employee may choose to leave.

D. Once a BU 17 employee has signed up for voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.

E. A BU 17 RN may "bump" a scheduled registry nurse at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position.

Involuntary Overtime

A. BU 17 employees (by classification) shall

be assigned involuntary overtime on a rotating basis by inverse seniority.

B. Each facility shall establish and maintain an up-to-date list, by inverse seniority of all full-time and part-time BU 17 employees (by classification). Staff shall only be assigned an involuntary slot once, until the entire list has been depleted.

C. The State shall refrain from assigning mandatory overtime on a BU 17 employee's RDO. For the purpose of this section, an employee's RDO begins immediately after completion of their normal shift before the RDO.

D. It is not the State's intent to mandate BU 17 employees to work involuntary overtime in classifications other than their own. Consistent with that expressed intent, a BU 17 employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. (This expressed intent, however, does not preclude BU 17 employees from volunteering to work overtime in classifications other than their own, when it is appropriate.)

E. Management shall make every attempt not to

schedule BU 17 employees:

1. More than ~~five~~ four (~~5~~4) involuntary overtime shifts per month, effective August 1, 2016, and implement reductions in accordance with the Joint Labor Management Task Force; or

2. In excess of sixteen (16) hours continuously; or

3. In excess of two (2) overtime shifts within an employee's scheduled work week; or

4. More than two (2) consecutive calendar days.

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employer shall have the option to allow the employee to:

1. Take the next shift off on vacation, CTO, or holiday credit as staffing permits.

2. Adjust his/her shift starting time to provide a ten (10) hour break between shifts.

3. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. While on vacation, pre-approved absence, or on full work day absence due to sick leave(*), Union leave or State release time, or any other authorized absence from the facility, BU 17 employees will not be considered for mandatory overtime. Upon return to work, the BU 17 employee will return to the involuntary rotation in seniority order.

*This includes instances where an employee was unable to complete their regular shift due to illness and had to be released from duty to go home.

I. In accordance with section 5.10 (Labor/Management Committee), CDCR/CCHCS's Labor Management Committee will address overtime issues within this section.

~~The parties recognize, pursuant to the February 14, 2006 Court Order Appointing the Receiver, that the Receiver is empowered to renegotiate this provision, in the event that such action is necessary for~~

~~the Receiver to fulfill his duties under the Order. The determination on whether such action is necessary rests solely with the Court pursuant to paragraph D of the Order.~~

TC 11:50 pm
6-16-16
pm TAY
6-16-2016
11:20pm
Team manager

SE/G 1000
TA

Mary Deha
Dan Steadman

Pat Wilson

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

19.15.17 Overtime Scheduling (Excluding CDCR) (Unit 17)

SEIU Local 1000

A. The Departments recognize and understand the importance of reducing overtime to Unit 17 employees. To this end, the Departments will make every effort to schedule staff in a manner that will reduce the need for mandatory overtime. Both parties agree that mandatory overtime is an undesirable method of providing staff coverage.

B. There shall be no mandatory overtime on an employee's RDO (an employee's RDO begins at the end of the employee's last scheduled shift in the workweek) or pre-approved day off, except:

1. In an emergency situation such as a natural disaster; or

2. During a state of emergency declared by the State or Federal authorities; or

3. During an emergency situation declared by a Superintendent, Executive Director or designee; or

4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or

5. When the employee's shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available;

6. When all other options have been exhausted.

C. Except in cases of emergency or planned program activity employees shall not be required to work:

1. ~~work m~~More than ~~five~~ four (~~5~~4) mandatory overtime shifts per month of at least two (2) hours of duration, effective August 1, 2016, and implement reductions in accordance with the Joint Labor Management Task Force; or

2. ~~work i~~In excess of sixteen (16) hours continuously in a forty-eight (48) hour period; or

3. ~~Work~~ In excess of two (2) mandatory overtime shifts in an employee's scheduled work week; or

4. When an employee is required to work twelve (12) to sixteen (16) hours that employee shall not be mandated to work overtime the next calendar day.

D. It is not the intent to mandate employees to work overtime in classifications other than their own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than their own.

E. ~~D.~~ Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). Through the establishment of such a system, the State will endeavor to reduce the amount of mandatory overtime and number of mandatory holdovers, distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments. The State shall

also consider the use of intermittents, in-house registries, or float pools.

F. ~~E.~~ Before an employee is required to work mandatory overtime, every reasonable effort will be made to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 17 classifications to work overtime.

G. ~~F.~~ Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employer shall have the option to:

1 ~~a~~. Allow the employee to take the next shift off on vacation, CTO, or Holiday credit as staffing permits.

2 ~~b~~. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.

3 ~~c~~. Allow the employee to take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break. Management will take into account the employee's preference.

~~G. The Department of Veteran's Affairs – Yountville agrees to meet with the Union regarding the mandatory overtime policy for the Veteran's Home.~~

H. The Department of Developmental Services:

1~~a~~. Facilities that utilize the "red dot-blue dot" system for assigning overtime will count time worked, as a result of either a red dot or blue dot assignment, toward the mandatory overtime limitations.

2~~b~~. At management's discretion all RN's at a facility may be included in the mandatory overtime distribution process.

I. In accordance with section 5.10 (Labor/Management Committee), each Department's Labor Management Committee will address overtime issues within this section.

~~J. During the term of this agreement and sixty days after ratification of the agreement by the parties, each CDVA, DDS, and DSH facility shall track the number of voluntary and mandatory overtime hours by Unit 17 employees. Quarterly these departments shall submit to the Union the total number of voluntary and mandatory hours worked~~

~~by BU 17 employees.~~

SEIU Local 1000
TA

Pam Manwiller
TA 6/16/16 11:20 pm
STATE
TAL

Mary Dela G

Dia Steidman

Tyquiron Jimon

MAM

Pat Wilson

LOCAL 1000
SEIU
Stronger Together

Union Counter Proposal

Bargaining Unit 17

Date 5-4-16

1211 NA

Proposal No: 2

The Union proposes the following language:

19.16.17 Change in Shift Assignment (Unit 17)

A. The State will attempt to provide Unit 17 employees with thirty (30) calendar days, but no less than fifteen (15) calendar days advance written notice of permanent shift changes including the reporting date of the change, shift start/stop times and regular days off (RDOs) when the change is made at other than the employee's request. Upon written request by the employee, the department or its designee will provide the employee with a reason for the shift change in writing.

1. If an employee receives a fifteen (15) calendar day notice, he/she may request to meet with management to discuss an extension for an additional fifteen (15) calendar days and requests shall not be unreasonably denied. This request shall not exceed a total of thirty (30) calendar days.

B. Unit 17 employees wishing to change shifts within a facility or program, if employed in

STATE
TA'd 5-4-16
1416

Union
TA'd @ 1416

Doi Steadman

Nanessa

Renek Cox

twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with shift change requests based on the needs of the clients/patients/wards/students/inmates, seniority, employee skills and abilities, performance and attendance, staffing requirements, and needs of the facility.

C. Unit 17 employees wishing to change shifts within the same ward or unit, if employed in a twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with shift change requests based on the needs of the clients/patients/wards/students/inmates, seniority, performance and attendance, staffing requirements, and needs of the facility.

D. It is the intent of the State not to arbitrarily make temporary shift changes for punitive reasons or to avoid the payment of overtime.

Union Rep @ 1416

STATE

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.17.17 Mixed Shift Work Weeks (Unit 17)

A. A mixed shift work week is one in which an employee is regularly scheduled to work more than one shift or watch in fulfilling his/her normal forty (40) hour work week schedule.

B. Within thirty (30) days of receiving a written request from SEIU Local 1000, the State agrees to meet at the local worksite to discuss issues relating to the scheduling of mixed shift work weeks. At these local meetings, the parties shall seriously consider alternative scheduling methods for mixed shift work weeks as well as the following alternatives in lieu of full-time mixed shift work week assignments: using in-house registries, outside registries and intermittent work. Up to three (3) representatives of the Union shall be released without loss of compensation for these meetings.

STATE
6-12-16 · TA
0958

SEIU Local 1000
Trid @ 958

Mary De La Cruz

Dai Steadman

C. It is the intent of the State not to arbitrarily make mixed shift work weeks for punitive reasons.

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

19.18.17 Rescinding Approved Time Off (Unit 17)

A. Approval for the use of accrued compensating time off (CTO), holiday credit, personal holiday, or vacation/annual leave credits shall not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services. The State shall provide advance notice of such cancellation, whenever possible.

STATE
5-18-16 TA'd
@ 1516

B. When scheduled CTO, holiday time off or vacation/annual leave is rescinded the State shall give priority consideration to the employee's request to reschedule the rescinded time off.

SEIU local 1000
TA'd @ 1707

C. If the employee suffers a financial loss from the cancellation of vacation/annual, holiday time off or CTO time approved in writing, the employee may submit a Victims Compensation and Government Claims Board claim for nonrefundable expenditures which can be verified. The department shall support the claim.

Dir Steadman

whenever possible.

SEIU Local 1000

TA'd @ 1707

Di Sterdman

STATE

5-18-16 TA'd 5/5/16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

19.19.17 Work Week Group (WWG) Definitions (Unit 17)

A. WWG "2" applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA). Overtime for employees subject to the provisions of the FLSA is defined as: "all hours worked in excess of forty (40) hours in a period of one hundred sixty-eight (168) hours or seven (7) consecutive twenty-four (24) hour periods."

B. WWG "E" includes classes that are exempted from coverage under the FLSA because of the "white- collar" (administrative, executive, professional) exemptions. To be eligible for this exemption a position must meet both the "salary basis" and the "duties" test. Consequently, WWG "E" applies to classes and positions with no minimum or maximum number of hours in an average workweek. Exempt employees are paid on a "salaried" basis, and the regular rate of pay is full compensation for all hours worked to perform assigned duties. However, these employees shall receive up to eight (8) hours

STATE 5-18-16 TA2 @ 15:16

SEIU Local 1000 TA'd @ 17:07

holiday credit when ordered to work on a holiday. A "salaried" employee may not receive any form of overtime compensation, whether formal or informal.

C. WWG "SE" applies to those positions that under the FLSA are statutorily exempted, (physicians, attorneys, and teachers) from coverage.

SEIU Local 1000

TA'd @ 1707

Kimberly [illegible]

[illegible]

Mary [illegible]

Dir Steadman

[illegible]

STATE

5-18-16 TAL @ 1516

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

19.24.17 Floating (Unit 17)

Floating of Unit 17 staff may be utilized to avoid and/or minimize mandatory overtime assignments. Those programs where it is determined that special client/patient care is required (e.g., SNF, ICU), Unit 17 employees will be provided appropriate orientation prior to the start of the assignment. Where necessary and practical, a mentoring assignment will be made. The facility will attempt to float between program/unit with similar client/patient needs. Registered Nurses shall not be floated to replace a non-licensed function.

Registered Nurses shall not be floated to replace a non-RN position or function unless all other staffing efforts have been exhausted.

SEIU Local 1000

TA'd @ 1707

Kimberly Cowart

Mary Deb Gray

Dai Speedman

SP CT

STATE

5-18-16 TA'd @ 1516

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

19.25.17 Travel Time (Unit 17)

A. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by WWG 2 shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

B. Nurse Practitioners called back to work under 19.11 (Call Back Time) shall be provided one (1) hour compensated time off (CTO) for travel time.

SEIU Local 1000

TA'd @ 1707

Kimberly Cowart

Mary Dela E

Dia Steadman

STATE

5-18-16 TA'd @ 1516

Renée Cof

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

XX.XX Elimination/Reduction of Mandatory Overtime for RNs, LVNs, and CNAs at Department of Corrections and Rehabilitation (CDCR) and California Correctional Health Care Services (CCHCS) Joint Labor Management Task Force (Units 17 and 20)

SEIU Local 1000 TA

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end, the parties recognize and understand the importance of eliminating/reducing mandatory overtime for Registered Nurses (RNs), Licensed Vocational Nurses (LVNs) and Certified Nurse Assistants (CNAs). The parties also recognize that there are going to be circumstances and emergencies where mandatory overtime is necessary; however, it should be the exception and not the norm.

TA 11:20 A 6-16-16

TRF an mem

A. To accomplish the elimination/reduction of mandatory overtime by July 1, 2019, the parties agree to establish a Joint Labor Management Task Force (JLMTF) within ninety (90) days of the ratification of this contract.

The JLMTF shall consist of an equal number of Union and CDCR/CCHCS committee members; not to exceed four (4)

Dan Stedman 10:45 A TA 6-16-16

representatives for each side. Each shall appoint their own co-chair. The dates and times shall be mutually determined and the committee members shall not suffer loss in compensation.

B. The JLMTF shall reach the following benchmarks:

1. Meet quarterly to develop recommendations; and

2. CDCR/CCHCS shall track the number of voluntary and mandatory overtime hours at each facility for RNs, LVNs and CNAs. On a quarterly basis, CDCR/CCHCS shall submit to the Union the total number of voluntary and mandatory overtime hours worked.

C. By November 1, 2018, the JLMTF shall make recommendations on the following:

1. Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;

2. Training, for applicable employees, on core staffing principles, best practices, the appropriate use of overtime, and ways to avoid mandatory overtime; and

3. Assessment and staffing best practices, a contingency staffing system, avenues for staff engagement in the scheduling process, and creative scheduling solutions.

D. The State and the Union shall develop a plan for implementing the JLMTF recommendations.

SEIU 1000

TA
6/16/2016

TA 10:45 pm
6-16-16
pam manwalu

TN

Dir Steadman

TRF

mam

Pat Wilson

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

XX.XX Elimination/Reduction of Mandatory Overtime for RNs, LVNs, and CNAs at California Department of Veterans Affairs (CDVA) Joint Labor Management Task Force (Units 17 and 20)

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end the parties recognize and understand the importance of eliminating/reducing mandatory overtime for Registered Nurses (RNs), Licensed Vocational Nurses (LVNs) and Certified Nurse Assistants (CNAs). The parties also recognize that there are going to be circumstances and emergencies where mandatory overtime is necessary; however, it should be the exception and not the norm.

A. To accomplish the elimination/reduction of mandatory overtime by July 1, 2019, the parties agree to establish a Joint Labor Management Task Force (JLMTF) within ninety (90) days of the ratification of this contract.

The JLMTF shall consist of an equal number of Union and CDVA committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair.

The dates and times shall be mutually determined and the committee members shall not suffer a loss in compensation.

B. The JLMTF shall reach the following benchmarks:

1. Meet quarterly to develop recommendations; and

2. The CDVA shall track the number of voluntary and mandatory overtime hours at each facility for RNs, LVNs and CNAs. On a quarterly basis, the CDVA shall submit to the Union the total number of voluntary and mandatory overtime hours worked.

C. By November 1, 2018, the JLMTF shall make recommendations on the following:

1. Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;

2. Training, for applicable employees, on core staffing principles, best practices, the appropriate use of overtime, and ways to avoid mandatory overtime; and

3. Assessment and staffing best practices, a contingency staffing system, avenues for

staff engagement in the scheduling process, and creative scheduling solutions.

D. The State and the Union shall develop a plan for implementing the JLMTF recommendations.

SEIU Local 1000
TA

TA 6-16-16
11:20 PM

Pam Manville

TRF

Dan Steadman

Pat Wilson

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

SEIU 1000 TA 6/16/2016

XX.XX Elimination/Reduction of Mandatory Overtime for RNs and LVNs at Department of State Hospitals (DSH) Joint Labor Management Task Force (Units 17 and 20)

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end the parties recognize and understand the importance of eliminating/reducing mandatory overtime for Registered Nurses (RNs) and Licensed Vocational Nurses (LVNs). The parties also recognize that there are going to be circumstances and emergencies where mandatory overtime is necessary; however, it should be the exception and not the norm.

TA 6/16/16 11:29pm

TRF

A. To accomplish the elimination/reduction of mandatory overtime by July 1, 2019, the parties agree to establish a Joint Labor Management Task Force (JLMTF) within ninety (90) days of the ratification of this contract.

The JLMTF shall consist of an equal number of Union and DSH committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. The dates and times shall be mutually

determined and the committee members shall not suffer a loss in compensation.

B. The JLMTF shall reach the following benchmarks:

1. Meet quarterly to develop recommendations; and

2. The DSH shall track the number of voluntary and mandatory overtime hours at each facility for RNs, LVNs and CNAs. On a quarterly basis, the DSH shall submit to the Union the total number of voluntary and mandatory overtime hours worked.

C. By November 1, 2018, the JLMTF shall make recommendations on the following:

1. Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;

2. Training, for applicable employees, on core staffing principles, best practices, the appropriate use of overtime, and ways to avoid mandatory overtime; and

3. Assessment and staffing best practices, a contingency staffing system, avenues for

staff engagement in the scheduling process, and creative scheduling solutions.

D. The State and the Union shall develop a plan for implementing the JLMTF recommendations.

SEIU 1000 TA
6/16/2016

TA 6-16-16 11:28 P

TRF

Dai Steadman

Pat Wilson

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

SEIU Local 1000 TA

XX.XX Elimination/Reduction of Mandatory Overtime for RNs and LVNs at Department of Developmental Services (DDS) Joint Labor Management Task Force (Units 17 and 20)

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end the parties recognize and understand the importance of eliminating/reducing mandatory overtime for Registered Nurses (RNs) and Licensed Vocational Nurses (LVNs). The parties also recognize that there are going to be circumstances and emergencies where mandatory overtime is necessary; however, it should be the exception and not the norm.

TA 6/16/16 11:20 PM

TRF

A. To accomplish the elimination/reduction of mandatory overtime by July 1, 2019, the parties agree to establish a Joint Labor Management Task Force (JLMTF) within ninety (90) days of the ratification of this contract.

The JLMTF shall consist of an equal number of Union and DDS committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. The dates and times shall be mutually

determined and the committee members shall not suffer a loss in compensation.

B. The JLMTF shall reach the following benchmarks:

1. Meet quarterly to develop recommendations; and

2. The DDS shall track the number of voluntary and mandatory overtime hours at each facility for RNs, LVNs and ~~GNAs~~. On a quarterly basis, the DDS shall submit to the Union the total number of voluntary and mandatory overtime hours worked.

C. By November 1, 2018, the JLMTF shall make recommendations on the following:

1. Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;

2. Training, for applicable employees, on core staffing principles, best practices, the appropriate use of overtime, and ways to avoid mandatory overtime; and

3. Assessment and staffing best practices, a contingency staffing system, avenues for

staff engagement in the scheduling process, and creative scheduling solutions.

TA'd 6-16-2016 11:30pm

D. The State and the Union shall develop a plan for implementing the JLMTF recommendations.

SEIU 1000 TA 6/16/2016

Dai Stedman

Pam Manwiller

TRF

Pat Wilson

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6-12-16

1828

Proposal No: 1

The Union proposes the following rollover language:

20.6.17 Post and Bid Procedure for Vacant Registered Nurse Positions – Veteran's Homes (Unit 17)

2149
STATE
6-14-16 TAS

A. Vacant Positions

As Registered Nurse positions become available, or vacant, they shall be posted. The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees.

SEIU Local 1000
TA'd @ 9:25pm 6/14/16

B. Posted Positions

Positions shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised by each Veteran's Home newsletter, e-mail bulletin board and any other method of advertisement. The posted notice shall be on a form designed for that purpose and shall include the following posted criteria:

1. Identification posting number

2. Level of position

3. Unit (or ward) or other assignment

4. Shift

5. Days off or rotation pattern and cycle

6. Time base and or tenure

7. Deadline for bid submittal

8. Typical assigned duties if not a level of care Registered Nurse position

9. Description of duties to be performed (knowledge, skills and abilities)

Each notice shall remain posted for no less than ten (10) calendar days.

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union,

and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

D. Special Qualifications

Employees bidding on assignments which require specialized training shall meet the skills, knowledge and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

E. Assignment

Within twenty (20) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most State service seniority. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to forty-five (45) calendar days after the posting of the notice.

F. Deletions and Changes

If a bid position is deleted due to reduced

allocations or for other reasons, then the employee in that position may bid on any vacant posted position.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

G. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis. The RN Shift Lead shall not be included in floating.

H. Transfers

Employees holding bid positions shall not,

except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

I. Denial of Bid

Employees who have adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the Veteran's Home Administrator or designee may be requested by the employee.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored. The

reason for denial to bid shall be in writing and given to the employee.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

J. Limits on Bid

An employee may not make more than one successful bid each twelve (12) months except that if an "employee" bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions in subsection I above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the

Veteran's Home Administrator or designee prior to the final decision regarding the employee's ability to bid.

K. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotistic situation, notice must be given to the employee.

2. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

L. Meet and Discuss

Either party may request a meet and discuss

regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

M. Post and Bid Review

At each Veterans Home, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with SEIU representatives for the purpose of reviewing compliance with the Post and Bid provision.

2149
STATE
6-14-16 TA-4

N. For purpose of this Agreement, "seniority" is defined as one point for each qualifying month of full-time State Service.

SEIU Local 1000

O. Implementation and Applicability

The provisions of this section will be implemented six (6) months after ratification of the Agreement by both the State and the Union membership.

Thurs 9:28pm

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 1

The Union proposes the following rollover language:

20.7.17 Post and Bid Procedure for Vacant Positions – DDS & DSH (Unit 17)

A. Vacant Positions

As management determines that Registered Nurse positions become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. As positions become vacant and determinations are made by the State, the excess of non-posted positions over posted positions shall not exceed two (2) at any hospital or developmental center at any time. In no case shall more than sixty percent (60%) of the filled Registered Nurse positions in a hospital/ developmental center be held by employees through successful bids.

The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees. The filling of vacancies by either promotion from an eligible list or external lateral transfers is not

subject to the post and bid procedure.

B. Posted Positions

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each hospital's/ developmental center's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

1. Identification posting number
2. Level of position
3. Program and unit (or ward) or other assignment
4. Shift
5. Days off or rotation pattern and cycle
6. Time base
7. Deadline for bid submittal
8. Indication of an "incentive bid position"
9. Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days.

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

Posted positions shall be available for bid only to those employees in the civil service classification specified on the posted notice.

D. Assignment

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty (60) calendar days after the posting of notice. If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios or

60/40 position count. These positions may be filled:

1. In accordance with subsection A above, or

2. Hire, promotion, reinstatement, transfer from within the facility or from another State hospital/ developmental center or other State agency.

If that position is filled or committed within sixty (60) days of withdrawal of posting under (2) above, it shall not count in the 50/50 posting ratios.

E. Incentive Bid Position

A vacant position that is posted two (2) consecutive times and remains unbid may be identified as an "incentive position" on the third consecutive posting. In a program identified as a "designated program" an unbid position may be identified as an incentive position on the second consecutive posting.

An employee who successfully bids an incentive position and remains in the position for one (1) year shall be accorded super-seniority for their next successful bid. When two (2) or more employees with super-seniority bid, the position shall be awarded as follows:

1. Length of super-seniority

2. Seniority

3. By lot

Incentive positions that are not bid upon may be filled through internal transfer from within the hospital without counting in the posting ratios or position counts. He/she is then eligible to receive super-seniority in the same manner as an employee who bid the position. Employees who successfully bid an incentive position and are bidding in-place (same unit and shift as the posted position) shall not be eligible to earn the super-seniority. In "designated programs" the super-seniority eligibility shall be limited to positions awarded to employees from outside the program only.

The facility shall provide the Union with a weekly listing of "designated programs."

SEIU Local 1000
TA'd @ 9:50am
6/12/16

STATE
TA'd 0956
6-12-16

An employee in an incentive position that is deleted or altered in accordance with subsection E shall retain the eligibility to earn super-seniority if he/she elects to remain in the altered or changed position. Employee absences due to illness or injury shall not be counted after the fourteenth (14th) consecutive calendar day toward the one year qualifying period to earn super-seniority.

F. Deletions and Changes

If a bid position is deleted due to reduced

allocations or for other reasons, then the employee in that position may bid on any vacant posted position.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

G. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

H. Exempt Positions

When a non-licensed employee receives his/her license and is subsequently appointed to the Registered Nurse classification, he/she shall not be considered as a new hire for purposes of counting positions under subsections A, C, D, or E.

I. Transfers

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

J. Denial of Bid

Employees who have adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored. Employees who are charged with wrongdoing, which is also grounds for adverse action, may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action.

A hearing before the Executive Director or designee is required prior to such denial.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded super-seniority for one successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

K. Limits on Bid

An employee may not make more than one successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions in subsection J above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Executive Director or designee prior to the final decision regarding the employee's ability to bid.

L. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right

to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotistic situation, notice must be given to the Union.

2. Representatives of the Union and the State shall meet and review the situation.

3. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

4. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

M. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

N. At each hospital or developmental center, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with SEIU Local 1000 representatives for the purpose of reviewing

compliance with the Post and Bid provision. At the request of the local SEIU Local 1000 job steward or representative, the Post and Bid administrator shall provide information relative to the specific post and bid request.

At each facility, the Post and Bid administrator shall maintain information relative to the post and bid process specific to Unit 17 employees. This report shall include, at a minimum, a month by month record of all post and bid and management discretion positions filled, including position regular days off, cycle schedule, shift and location; identify positions posted, bids received and awarded, positions posted receiving no bids and those subsequently filled without counting against management discretion.

O. For purposes of this Agreement, "seniority" is defined as one point for each qualifying month of full-time State service.

P. Implementation and Applicability

The provisions of this section will be implemented six (6) months after ratification of the agreement by both the State and the Union membership. As used in this section, the term "Registered Nurse" refers to the classification of "Registered Nurse" in the Department of Developmental Services and to the classification of "Registered Nurse (Forensic Facility)" in the Department of State Hospitals or Department of Developmental Services.

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 1

The Union proposes the following rollover language:

20.8.17 Post and Bid Procedure CDCR/DJJ (Unit 17)

A. Introduction

The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the "24 Month P&B Process" which allows employees to bid twenty-four (24) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twenty-four (24) month assignments are in effect.

1823
STATE
6-12-16 TAL

SEIU Local 1000
TA'd @ 1823

1. The Chief Medical Officer (CMO) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

2. The word "assignment" as used in this section is synonymous with that of "position".

3. Participation in the P&B process is limited to eligible employees. An eligible employee:

   a. Must be a permanent full-time RN: probationary employees are excluded.

   b. Must be permanently assigned to and work at the institution; Eligible employees may participate only in their institution's P&B process. There shall be no inter-institution bidding on assignments.

4. Excluded Assignments

   Specialty areas shall be excluded from the P&B process. Such areas shall be Intensive Treatment Program nurses, Intensive Behavioral Treatment Program nurse, Infection Control nurse, Utilization Review nurse, Sick and Vacation Relief, Special Program at Preston, ICF/ DMH Program at SYCRCC and CTC/MH Programs. Those RN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, they shall not be counted in either Management's or Union's positions.

5. Special Qualifications

Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

6. Seniority

For purposes of this Agreement, "seniority" is defined as one point for each qualifying month of full-time Division of Juvenile Justice Unit 17 service, with ties broken by one point for each qualifying month of full- time Unit 17 service.

7. Limits on Bid

An employee may not make more than one successful open assignment bid each twelve (12) months except when an employee's bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section G (1) and G (2) or if an employee is granted a bid under the provisions of subsection I if these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

8. Pre-Bid Meet and Discuss

Prior to each P&B cycle, a local meet and discuss at each complex and/or facility to discuss the 70/30 pattern shall occur. Upon request, prior to the meet and discuss, each facility shall provide post orders and job descriptions for each position.

B. Twenty-four (24) Month Bid Process

1. There shall be seventy percent (70%) of the RN qualifying post assignments (excluding specialty areas) in the CDCR allotted according to seniority at each facility.

Any new seniority positions as a result of the increase in percentages of the total seniority shall be posted for bid within ninety (90) calendar days of the ratification of the Contract by both parties. The term for these positions will end at the same time as the institution's original post and bid period.

2. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.

3. Timeframes

a. The twenty-four (24) month bid cycle begins in the month of April 2008, for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than April 1st every other year.

b. Unless otherwise contested by April 15, an employee's seniority as posted on April 1, shall determine the employee's placement on the seniority list.

c. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4:00 p.m. on May 1, or 4:00 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.

d. An employee may voluntarily withdraw from participation in the

twenty-four (24) month Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

e. Failure on the part of the employee to submit a request form by 4:00 p.m. on May 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

f. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.

g. The new assignments will begin the second Monday in July first watch.

h. The time frames will be agreed upon at the local level by the Union and Management.

C. Interim Vacancy Bidding Process

1. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if management determines to fill the vacant position, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by management to be filled by bid shall be subject to the terms and conditions of this section.

2. As RN assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting.

3. The filling of vacancies by either promotions from eligible list or external lateral transfers are not subject to P&B.

4. If the State determines to fill the assignment without posting, the assignment may be filled

by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.

5. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time. In no case shall more than seventy percent (70%) of the filled RN assignments (as defined above) be held by employees through successful bids.

6. Each notice shall remain posted as provided for in "POSTING ASSIGNMENTS" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4:00 p.m. on the fifteenth (15th) day of posting.

7. At the end of the fifteen (15) day bid period, the eligible bidded employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion and shall be counted neutral.

D. Posting Assignments

Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

1. Identification posting number
2. Unit (or ward) or other assignment
3. Shift
4. Days off or rotation pattern and cycle
5. Time base
6. Deadline for bid submittal and where to be submitted
7. Special qualifications (if any)

E. Bidding

1. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employee shall submit the completed bid form to the following:

a. The original to the location designated on the bid form,

b. A copy to the Union designated steward, and

c. The bidding employee.

Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.

2. An otherwise eligible employee absent from the work site during the bid process or such reasons, including but not limited to EIDL; SDI; Worker's Compensation; leave of absence; annual military leave; illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.

3. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.

F. Other Factors

1. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined they qualify to resume such duties.

   a. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/RDO's if the absence was generated by a management decision.

   b. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.

c. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.

2. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.

3. Employees who laterally transfer after May 1 will be precluded from the bid process until the next open bid period.

G. Deletions and Changes

1. If a bid assignment is deleted due to reduced allocations or other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

2. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be

notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of that desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

H. Transfers

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

I. Denial of Bid

1. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, his/her right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also

grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.

2. An employee may be temporarily removed from the bid assignment pending a personnel/ EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to their bid assignment.

3. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.

4. Employees losing their right to bid or hold

assignment as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one (1) successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

5. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.

6. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

J. Floating

If it becomes necessary to temporarily float

employees to another Unit 17 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis. The RN Shift Lead shall not be included in floating.

K. Involuntary Removal

Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

L. Nepotism

1. No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

2. If such bid or position creates a nepotism situation, notice must be given to the employee.

3. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

4. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

M. Disputes

1. Disputes concerning this section shall be grievable to the Director's level of review and shall not be arbitrable;

2. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;

3. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the first formal level of review within the normal time frames specified in the grievance process;

4. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or

5. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

N. Implementation and Applicability

Contractual right to Post and Bid for Shift Preference/RDO's shall remain in effect with no position changes at those affected institutions until Article 20.8.17 is implemented and the yearly bid process begins in April 2008. Implementation of the Post and Bid process at new institutions will begin the first April following activation (receipt of youth).

O. Other Considerations

For the initial process in 2008, it is the intent to make every attempt to begin the process March 1, 2008, but no later than as defined in section B.3.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/16/16

Proposal No: 2

The Union proposes the following rollover language:

20.9.17 Post and Bid Assignments by Seniority – CDCR (Unit 17)

A. Introduction

The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the "24 Month P&B Process" which allows employees to bid twenty-four (24) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twenty-four (24) month assignments are in effect.

1. The Chief Nurse Executive (CNE) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

2. The word "assignment" as used in this section is synonymous with that of "position".

02/16 STATE 6-16-16 TA

SEIU Local 1000 Th'd 2:40am

3. Participation in the P&B process is limited to eligible employees. An eligible employee:

   a. Must be a permanent full-time RN: probationary employees are excluded.

   b. Must be permanently assigned to and work at the institution. Eligible employees may participate only in their institution's P&B process. There shall be no inter-institution bidding on assignments.

4. Excluded Assignments

   Specialty areas shall be excluded from the P&B process. Such areas shall be dialysis, PACU, ICU, utilization management, and surgical assignments. Those RN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, they shall not be counted in either Management's or Union's positions.

5. Special Qualifications

   Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

6. Seniority

For purposes of this Agreement, "seniority" is defined as one point for each qualifying month of full-time Departmental Unit 17 service, with ties broken by one point for each qualifying month of full time State service. If a further tie exists, then ties will be broken by "lottery" thereafter.

7. Limits on Bid

An employee may not make more than one successful open assignment bid each twelve (12) months except when an employee's bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section " G 1 and 2" or if an employee is granted a bid under the provisions of subsection "I". If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

B. Twenty-four (24) Month Bid Process

1. There shall be seventy-five percent (75%) of the RN qualifying post assignments (excluding specialty areas) in the California Department of Corrections and

Rehabilitation (CDCR) allotted according to seniority at each facility that provides healthcare that is not a licensed acute care hospital.

a. At licensed acute care hospitals (CMF, CIM, CMC, COR) there shall be 80% of the RN qualifying post assignments (excluding specialty areas) allotted according to seniority.

b. Any new seniority positions as a result of the increase in percentages of the total seniority shall be posted for bid within ninety (90) calendar days of the ratification of the Contract by both parties. The term for these positions will end at the same time as the institution's original post and bid period.

2. The specific posts that comprise the seventy-five percent (75%) and the twenty-five percent (25%) (or eighty percent (80%) and the twenty percent (20%) in licensed acute care hospitals) will be identified through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss.

3. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.

4. Timeframes

   a. The twenty-four (24) month bid cycle begins in the month of October 2002, for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than October 1st every other year.

   b. Unless otherwise contested by October 15, an employee's seniority as posted on October 1, shall determine the employee's placement on the seniority list.

   c. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4:00 p.m. on November 1, or 4:00 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.

d. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

e. Failure on the part of the employee to submit a request form by 4:00 p.m. on November 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

f. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.

g. The new assignments will begin the second Monday in January first watch.

h. The time frames will be agreed upon at the local level by the Union and Management.

C. Interim Vacancy Bidding Process

1. The interim bidding process is designed as a method to provide vacant assignments, if Management determines to fill the positions, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by management to be filled by bid shall be subject to the terms and conditions of this section.

2. As RN assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting.

3. The filling of vacancies by either promotions from eligible list or external lateral transfers are not subject to P&B.

4. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such assignments may be advertised where appropriate, but will be filled through the sole

discretion of the State.

5. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the 24 month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above

6. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time. In no case shall more than seventy percent (70%) of the filled RN assignments (as defined above) be held by employees through successful bids.

7. Each notice shall remain posted as provided for in "POSTING ASSIGNMENTS" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4:00 p.m. on the fifteenth (15th) day of posting.

8. At the end of the fifteen (15) day bid period, the eligible bidded employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion

and shall be counted neutral.

D. Posting Assignments

Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

1. Identification posting number
2. Unit (or ward) or other assignment
3. Shift
4. Days off or rotation pattern and cycle
5. Time base
6. Deadline for bid submittal and where to be submitted
7. Special qualifications (if any)

E. Bidding

1. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employee shall submit the completed bid form to the following:

   a. the original to the location designated on the bid form,

   b. a copy to the Union designated steward, and

   c. the bidding employee.

   Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.

2. An otherwise eligible employee absent from the work site during the bid process or such reasons, including but not limited to EIDL; SDI; Workers' Compensation; leave of absence; annual military leave; illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the

next twenty-four (24) month bid cycle.

3. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.

F. Other Factors

1. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined they qualify to resume such duties.

a. If absence is more than sixty (60) calendar days, the Appointing Authority may authorize an employee's return to the assignment or same watch/RDO's if the absence was generated by a management decision.

b. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.

c. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.

2. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.

3. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid period.

G. Deletions and Changes

1. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

2. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be

notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of that desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

H. Transfers

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

I. Denial of Bid

1. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, his/her right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is

meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.

2. An employee may be temporarily removed from the bid assignment pending a personnel/ EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to their bid assignment.

3. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.

4. Employees losing their right to bid or hold assignment as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as this bid is exercised within three (3) months

of the decision absolving the employee.

5. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.

6. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

J. Floating

If it becomes necessary to temporarily float employees to another Unit 17 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis. The RN Shift Lead shall not be included in floating.

K. Involuntary Removal

Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

L. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotism situation, notice must be given to the employee.

2. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

M. Disputes

1. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable;

2. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;

3. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the first formal level of review within the normal time frames specified in the grievance process;

4. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or

5. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

N. Implementation and Applicability

Contractual right to Post and Bid for Shift Preference/RDO's shall remain in effect with no position changes at those affected institutions until Article 20.9.17 is implemented and the yearly bid process begins in October 2002. Implementation of the Post and Bid process at new institutions will begin the first October following activation (receipt of inmates).

The parties recognize, pursuant to the February 14, 2006 Court Order Appointing that Receiver, that the Receiver is empowered to renegotiate this provision, in the event that such action is necessary for the Receiver to fulfill his duties under the Order. The determination on whether such action is necessary rests solely with the Court pursuant to paragraph D. of the Order.

SEIU Local 1000
TA'd 2:16AM

STATE
6-16-16 TA'd 02/16

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

21.1.17 Telecommute/Telework Program (Unit 17)

A. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonable 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.

STATE
5-18-16 TAC
@ 1516

SEIU Local 1000

TAd @ 1707

B. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.

SAGL

C. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within

thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program.

D. Where operational considerations permit, departments shall consider implementing telework opportunities as a recruitment and retention strategy.

SEIU Local 1000

TA'd @ 1707

Duke Steadman

STATE

5-18-16 TA'd @ 15/6

11:16 am

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date 6-10-16

Proposal No: 2

The Union proposes the following language:

21.2 Electronic Monitoring (Excludes Unit~~s 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.

6-10-16 4:33 pm
SEIU 1000 TA

TC Mason
4:33 pm 6-10-16 pm

TA 10:33 am
6-10-16.
pam manwiller
T Navarrette

Brenda J Mo
Bruce Theel
Sophie Pleu
Brad Willis
Mary Watt
K Cunard
Rosina Jones
Myrl Carle
Sophie Pierrejo

S Sarh
Patty Hamont
Stephanie Porter
Carr
K Van Sick
Khayrie
Pat Wilson

6/9/2016 9:03 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

21.19.17 Nursing Policy and Procedures Manual (Unit 17)

Within the Departments of Education and Veteran's Affairs, Department of Corrections and Rehabilitation, State Hospitals, and Developmental Services, each department will establish Nursing Policy and Procedures Manual(s), which shall include, but not be limited to, provisions on doctors orders, validated standard medication procedures, medical protocol, and record keeping. This provision applies only to those work areas where hands-on-care is provided. A manual shall be provided at each facility where hands-on care is provided and such manual(s) shall be freely accessible to Unit 17 employees.

SEIU local 1000

TA'd @ 1707

STATE

5-18-16 TA'd @ 15/16

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

21.20.17 Labor/Management Committee – Nurse Utilization (Unit 17)

A. Any department with Unit 17 employees shall upon request by Unit 17 establish a joint labor/ management committee to review the current utilization and scope of practice of registered nurses. The committee shall review applicable Federal and State regulations for the purpose of developing recommendations regarding organizational, regulatory and legislative actions necessary to assure the full participation of registered nurses in the department's treatment programs. The committee shall consist of no less than two (2) representatives from Unit 17 and no less than three (3) representatives from department management. Employees shall suffer no loss of compensation as a result of participation in the labor/management committee meetings. Each party shall be responsible for the expenses of their participants. The parties shall meet and confer prior to implementing any recommendations pertaining to issues within the scope of practice. Management shall invite subject matter experts to speak on specific items.

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TAL @ 1516

B. For facility issues, a subcommittee of the labor/management committee may be convened at each facility identified by Unit 17. For purposes of the subcommittee, in lieu of the statewide labor/management committee Unit 17 representatives, the Union may appoint two (2) facility representatives to participate. Subcommittee issues may include, but are not limited to, housekeeping duties, janitorial duties, in-service training and Professional Practice Groups.

SEIU Local 1000

STATE

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 17
Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

21.21.17 Contract Violation Waiver (Unit 17)

Waiver of any violation of this Contract, or failure to enforce any of the terms shall not constitute a waiver of the right to future enforcement of any of the terms.

SEIU Local 1000
TA'd @ 1707

STATE
5-18-16 TA'd 5/16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date 5-18-16

Proposal No: 1

The Union proposes the following rollover language:

21.22.17 Licensure (Unit 17)

The State of California requires that registered nurses, as health care providers, will be currently licensed.

The State and the registered nurses it employs are committed to the highest levels of patient care in terms of the patient's health and safety. Accordingly, the parties agree that the registered nurse shall not practice, nor shall the registered nurse be required to practice, in any manner, which places the registered nurse's license in jeopardy.

This section is not arbitrable; however, it may be grieved to the third (CalHR) level.

SEIU Local 1000

STATE

5-18-16

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6/14/16

Proposal No: 1

The Union proposes the following rollover language:

21.23.17 Recruitment and Retention Committee (Unit 17)

The State and the Union recognize the immediate need to retain existing Registered Nurses and recruit and retain additional Registered Nurses. For this purpose, the State and the Union shall agree to utilize the existing Labor/Management Committee format identified in section 5.10 of this Agreement.

Upon request by the Union, the State agrees to convene meetings with the Union for the express agenda to examine the recruitment and retention of Registered Nurses. For purpose of these meetings, held on a department-wide basis, the Union shall be allowed three (3) rank-and-file participants who shall be appointed by the Union and serve without loss of compensation. Union staff may participate in these meetings. Written reports of recommendations shall be submitted to the respective department director (or designee) with a copy to CalHR and the Union.

The goals of the meetings may include, but are not limited to:

1. Identify work sites and divisions where there exists retention and recruitment difficulties for Registered Nurses;

2. Devise strategies and plans for resolving identified recruitment and retention problems, including but not limited to, the development or improvement of recruitment and retention programs;

3. Review may include but not be limited to: preceptorship, participation at job fairs, college presentations, new graduate programs, and re-entry programs;

4. Formulate recommendations for improving Registered Nurse recruitment and retention including methods and procedures to help resolve weekend and holiday-time staffing issues and avoid the need for overtime work;

5. Make recommendations for the improvement of staff morale and the enhancement of professional recognition of Registered Nurses.

SEIU Local 1000

TA'd @ 9:44pm

X Cavart

Dia Steadman

Mary De La Cruz

Vanessa Seashoy

STATE

6-19-16 TA'd 2:44

Nathaniel [illegible]

H Herrera

[illegible]

Lenele Cof

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 10-10-16

Proposal No: 1

SEIU Local 1000 TA 12:46 pm 12-2-16

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.

TA 12:00pm 6-27-16

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

it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation. The parties shall undertake negotiations regarding the impact of such changes on the employees when all three (3) of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees.

2. Where the subject matter of change is within the scope of representation pursuant to the Dills Act.

3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this 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

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

Brendy Mock
Bruce Theel
Karen Jenkins
Brad Weller
Robert Vega
Mary S Patton
L Cyrus
Ronna Jones BU20
Myrl Cordero BU21
Brooke Pierson
Margo Naldo

TA 12:00 pm
6-27-16
Pam Manwiller
Khaynie
Pat Wilson
S. Sahe
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
Tiffany Navarro
Marlene Schultz
Stacy Winnacker

LOCAL 1000
SEIU
Stronger Together

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

TA 2:45 pm 12-3-16

10:45am

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6-2-16

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 manwiller

6/1/2016 8:43 PM

10:44am

LOCAL 1000 SEIU Stronger Together

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 6/2/2016

TA 4:50 pm 6-2-16

Pat Wilson

6/1/2016 7:22 PM

10:44am

LOCAL 1000 SEIU Stronger Together

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 6/2/2016

TA 4:50p 6-2-16

Pat Wilson

P. Smart

10:44am

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6-2-16

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #3 – Retired Annuitants

The State and the Union agree that hiring retired annuitants may be necessary to perform mission critical work. Mission critical is defined as a disruption in normal business, which may result in the failure of a business operation. Retired Annuitants shall not displace SEIU represented employees.

This article will be subject up to step three of the formal grievance process and will not be arbitrable.

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

TA 4:50pm 6-2-16

Pat Wilson

PS Amend

6/1/2016 7:27 PM

LOCAL 1000 SEIU Stronger Together

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.

6/9/2016 8:26 PM

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

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

The Union has the right to distribute information where represented employees work. The Union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the Union and its members.

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 DeLaTorre~~York Chang, Chief Counsel SEIU Local 1000	~~(916) 554-1279~~(323) 525-2984

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

TA 10:33 am
6-10-16
Pam Manwiller
Marlene Schultz
T Navarrette
S. Sabl
Cynthia
P Stuart
Stephanie
H Herrera

10:44am

LOCAL 1000 SEIU Stronger Together

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 4:50pm 6-2-16 Pam Manwiller

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

Pat Wilson

6/1/2016 7:29 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6-12-16

0931

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 7.17 Activation of Correctional Treatment Centers (CTC's)

Except as directed by the courts, the provisions of the CDCR/SEIU Local 1000 agreement regarding activation of CTC's (June 99) shall continue during the term of this agreement. CDCR and SEIU Local 1000 shall, upon request of either party, meet and confer over the impact of court directives.

STATE
6-12-16 TAD 1210

CTC Activation Agreement

SEIU Local 1000
Trid @ 12:10pm
6/12/16

1. CDCR management agrees to provide training to CTC RNs who are involved in the Keyhea process and updates annually, if needed. It is understood that this training may be provided on an on-the-job basis.

2. CDCR management agrees to offer training in sexual assault to CTC RNs assigned to the Emergency Room. The training shall include the following:

- Psychosocial Aspects

- Physical Assessment Techniques
- Legal Aspects
- Evidence Collection

It is understood that this training may be provided on an on-the-job basis. SEIU Local 1000 will be provided a copy of the training program within thirty (30) days of completion.

3. CDCR management agrees to offer training in treatment of pepper spray patients to newly hired Registered Nurses who will respond to emergencies. It is understood that this training may be provided on an on-the-job basis.

4. Unit 17 nurses assigned to Standby Emergency Medical Services (SEMS) shall be given twenty-four (24) hours of on-the-job practical trauma training or Basic Trauma Life Support training based upon a nationally recognized curriculum. Training will be on State time and at State expense. An employee assigned to the first (1st) or third (3rd) watch may have his/ her shift adjusted to coincide with the time of the course. The Health Care Services Division (HCSD) will endeavor to develop the training program within six (6) months. CDCR will attempt to implement the program within twelve (12) months. SEIU Local 1000 shall be given a copy of the training

program sixty (60) days prior to its implementation.

5. The State agrees that Advanced Cardiac Life Support (ACLS) is not required as a condition of employment for RNs working in the CTC. Should CDCR management determine that in the future, ACLS training will be required for RNs, the Union will be notified, and this provision shall be reopened at SEIU Local 1000's request to meet and confer over this provision.

   Prior to requiring the performances of ACLS procedures, management agrees to provide standardized procedures and competency validation process.

6. Management will staff the CTC's in accordance with the guidelines found in Title 22.

7. Bargaining Unit 17 RNs shall not provide dietary services other than meal serving, patient feeding, and food tray pick-up unless an emergency condition exists, or as otherwise provided in the CTC policies and procedures. ~~The following sections of the CTC's Policies and Procedures will be modified:~~

   ~~Restraint and Seclusion:~~

STATE
6-12-16 JH
1210

~~Page 17.1 – Will include requirement of a physician's order (change to psychiatrist).~~

~~Page 17.1 – Delete reference to Medial Technical Assistant placing patients in restraints.~~

~~Page 17.2 – Corrected.~~

~~Page 17.3 (8) – Delete: "And physician's order is received" changed July 15, 1997. Covered in 17.1.2. Standby Emergency Medical Services.~~

STATE
6-12-16 TAR
1210

~~Page 22 – Bullets 9 and 10: change 60mg percent to 60mg per dcl.~~

~~Page 9.1 and 9.2 - Delete reference to completing SCIF Form 3301 and 3067.~~

~~Page 14.1 - Delete provision re: endotracheal intubation. Central Supply section 38 Infection Control Manual~~

~~Page 38.3 (bullet 2) - Delete: "...and soaked in Cidex or equivalent for a minimum of ten (10) minutes or steam sterilized..."~~

STATE
6-12-16 TAL
1210

SEIU Local 1000
TA'd @ 12:10pm
6/12/16

~~Page 38.4 (bullet 7) - Change to: Muslin wrap shall be used in sterilization or other commercial wrap that is available that is better and more cost effective.~~

~~The above sections of the Side Letter will expire upon providing the revised policies and procedures to SEIU Local 1000.~~

LOCAL 1000 SEIU Stronger Together

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

TA 10:33 am 6-10-16

6/9/2016 4:56 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6/11/16

7:25

Proposal No: 1

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).~~

TA 7:25 R 6-11-16

~~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.

6/10/2016 2:22 PM

LOCAL 1000 SEIU Stronger Together

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.

8.19 R

TA 12-2-16

SEIU Local 1000 TA

12/2/2016 9:26:55 AM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6-4-16

1435

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 16.17

Any provisions of the contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

SEIU Local 1000

STATE

6-4-16 1638

10:44am

LOCAL 1000 SEIU Stronger Together

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 TA @ 4:50pm 6/2/2016

TA 4:50 pm 6-2-16

6/1/2016 7:29 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 17

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Appendix 1.17 – Departmental Approved Courses and Application Procedures for Educational Differential

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, DJJ

A. Programs

1. Courses included in programs leading to A.D.N., B.S., B.A., M.A., or Ph.D. in nursing, sociology, psychology, management or administration that are obtained after being employed as an RN II.
2. Courses included in programs leading to "Expanded Practice" credentials (see California Nurse Practice Act), such as
    a. Nurse Practitioner
    b. Certified Emergency Nurse
3. Teaching credential courses
4. University of California Human Services Certificate Programs

B. Specific Courses

Upper Division Physical or Behavioral Sciences

Technical Writing

Medical Records Documentation

TA - 12-3-16

SEIU 1000 TA

APPENDIX N

Statistics

Computer Sciences

Time Management

Stress Management

Supervision/Management

Human Sexuality/Sex Education

Psychiatric Nursing

Rehabilitative Nursing

Neurological/Neurosurgical Nursing

Orthopedically Handicapped Nursing-directly related to activities of daily living

Abnormal Psychology

Psychiatric Treatment Modalities

Behavior Modification

Reality Therapy

Transactional Analysis

Assertive Discipline

Pharmacology

Crisis Intervention

Group Dynamics

Family Therapy (child abuse, family in crisis, problem families)

Diabetic Care and Control

Substance Abuse

Patient Teaching

Ethnic/Cultural Sociology (including deaf/blind)

Legal Aspects of Nursing

Medical/Nursing Ethics

Interpreting Laboratory Reports

Growth and Development

Genetics

Physical Assessment

Psychological Assessment

SE|U1000 TA

TR 12-3-16 pm

APPENDIX N

Hearing and Speech Disorders

Screening Procedures (sickle cell, scoliosis, hypertension)

Audiology

Vision Testing

Sports Injuries

Nutrition

Respiratory Therapy

Infection Control

Leadership Training

Suicide Prevention

Neurosciences

Advanced Cardiac Life Support

Critical Care Core Curriculum

Burn Care

Emergency Room Nursing

Oncology Nursing

Second Language, e.g. Spanish, up to 6 units

The Criminal Justice System, up to 4 units

C. Courses must have been completed after September 1, 1984 to qualify.

State of California

Department of Corrections and Rehabilitation

Institution:

Address:

APPLICATION FOR EDUCATIONAL DIFFERENTIAL FOR REGISTERED NURSE II

Name:

Date:

Address:

Social Security #:

Work Phone:

Courses:

Units:*

APPENDIX N

Course Number	Course Title	School	Semester	Quarter
1.				
2.				
3.				
4.				
5.				
6.				
*Each semester unit = 1 Each quarter unit = 2/3 of a semester unit		Total Units	x1	x2/3

Official transcript must be sent from each college or university for which qualifying units are listed.

The transcript must be mailed from school to the Chief of Nursing Service at the institution to attach to the application.

Signature of Applicant _____ Date _____

Approval: Chief, Nursing Services _____ Date _____

Approval: Chief, Health Services _____ Date _____

PROCEDURE FOR APPLYING FOR RN II EDUCATIONAL DIFFERENTIAL

Provided for in Section 11.58.17 of Bargaining Unit 17 MOU.

1. Submit completed application to Chief of Nursing Service at your institution making sure that courses listed meet the requirements stated for eligibility.
2. Chief of Nursing Service reviews with employee that eligibility requirements are met.
3. Applicant arranges for college or university to mail official transcript to the Chief of Nursing Service.
4. Official transcript is reviewed by Chief of Nursing Service to establish courses do meet criteria and applicant successfully completed course.
5. Chief of Nursing Service signs and dates approval and then sends application with attached official transcript to Chief, Health Services, Sacramento, California for final approval.
6. When final approval made, the signed application is returned to Chief of Nursing Services at local institution to submit to Personnel Office for the salary increase ($50.00 per month).

APPENDIX N

State of California

Department of Corrections and Rehabilitation, DJJ

PERSONNEL UNIFORM PROCEDURES	Number DRAFT
Subject Education Differential Pay Unit 17 and Excluded Employees	Date Issued 6/12/03

EFFECTIVE: July 1, 1985

BACKGROUND

Pay Differential #43 provides for the payment of $50.00 per pay period to employees in specified classifications meeting the listed criteria.

Courses established by the Department of Corrections and Rehabilitation, DJJ as meeting this criteria are:

- Courses included in programs leading to AND, Associate of Arts, Bachelor of Science, Bachelor of Arts, MA, MS or PHD in nursing, sociology, psychology, management or administration.
- Courses leading to "expanded practice" credentials, for example, Nurse Practitioner, school nursing and emergency nursing.
- Courses improving job-related skills such as:

  Nursing care skills

  Medical related technology

  Health promotion and prevention of disease

  Management, supervision, records and reporting

  Therapies

  Behavioral

  Social

  Psychological

  Special patient situations

  Language

  Understanding criminal personality

  Substance abuse

  Electronic medical records skills training

PROCEDURES

Employee: Submit copy of transcripts indicating completion of appropriate coursework to Chief Medical Officer.

Chief Medical Officer:	Review transcript for completion of appropriate coursework. If coursework complies with courses approved by the Department, approve transcript and forward to Personnel Office. If coursework does not comply with course approved by the Department, disapprove transcript and return to employee with cover memo explaining decision.
Personnel Office:	Upon receipt of approved transcript from Chief Medical Officer, review pay differential #43 and determine if employee's classification qualifies for payment. If appropriate, process request for payment using code 9N effective with the pay period in which the transcript was received in the Personnel Office from the Chief Medical Officer. Payment cannot be locked in on Personnel Action Request (PAR) therefore, payment must be requested each pay period.

DEPARTMENT OF DEVELOPMENTAL SERVICES

Lanterman Developmental Center
Lanterman Developmental Center
Administrative Directive

Personnel – 346: Educational Differential for Registered Nurses

Approved: Originally Signed by

Lou Sarrao, Executive Director

June 15, 2001 THIS IS A NEW DIRECTIVE

POLICY

Educational Differential is proved to Registered Nurses Range B, and Health Services Specialists who successfully complete the equivalent of 15 qualifying semester units of collegiate level job-related courses in a college or university of recognized standing shall be given an educational differential of $50.00 per month.

QUALIFICATION FOR EDUCATIONAL DIFFERENTIAL

2.1	Candidate must be in a permanent position to be eligible for Educational Differential.
2.2	Candidate must be at the level of Registered Nurse Range B or Health Service Specialist (HSS) to be eligible for Educational Differential.
2.3	Fifteen qualifying semester units or 23 qualifying quarter unit of job-related courses in an accredited college or university are required for Educational Differential.
2.3.1	Only units completed within the previous five years shall qualify towards education differential.
2.3.2	The candidate's transcripts must show a letter grade of "C" or better for each qualifying course or a ranking of "Pass" in a Pass/Fail ranking.
2.3.3	A current list of qualifying courses is available in the Training and Staff Development Office.

RESPONSIBILITY

APPENDIX N

3.1	**Applicant**
3.1.1	Obtain the list of qualifying coursed from the Training and Staff Development office.
3.1.2	Arrange and pay charges for official transcripts of college credits to be mailed directly to the Director of Training and Staff Development.
3.2	**Director of Training and Staff Development**
3.2.1	Maintain a current list of approved college courses and subject areas.
3.2.2	Discuss with applicant the college unit requirements and courses needed.
3.2.3	Determine whether the applicant's college units qualify.
3.2.4	Notify applicant if requirements are not met.
3.2.5	Forward approved transcripts to Coordinator of Nursing Service for approval.
3.3	**Coordinator of Nursing Services**
3.3.1	Review and approve transcripts.
3.3.2	Forward approved transcripts to Personnel Services for processing.

REFERENCES

Unit 17 Collective Bargaining Agreement

Agnews Developmental Center

BU 17 – Education Differential (Accepted courses)

1. Human Sexuality
2. Cardiac Nursing
3. Sex Education
4. Psychiatric Nursing
5. Crisis Intervention
6. Human Genetics
7. Growth and Development
8. Substance Abuse
9. Medical Electronics
10. Interpreting Laboratory Test Results
11. Respiratory Therapy
12. Pharmacology
13. Nursing and the Law-Legal Aspects and Legislation
14. Medical/Nursing Ethics
15. Gerontology
16. Physical Assessments

SEIU1000 TA

TA 12-3-16

APPENDIX N

17. Upper Level Physical Behavioral Science Courses
18. Principals of Nursing Supervision and Management
19. Courses related to working with the Developmentally Disabled Client
20. Client Stress Management
21. Pediatrics Nursing
22. Communication skill courses for Client Care such as: Signing, Spanish
23. IV Therapy
24. E.R. Nursing
25. Terminally Ill Patient Care
26. Oncology Nursing
27. Statistics
28. Any nursing units required in the Nurse Practitioner Course Program
29. Any nursing units included in the ES, MS or Ph.D. Nursing Degree Program
30. Infection Control
31. Rehab Nursing – Ortho – PM/R
32. Technical Writing Care Plans, Medical Protocols and Procedures

Fairview Developmental Center

Education Differential (Accepted courses)

Registered Nurse, Range B

Health Services Specialist

Supervising Registered Nurse

Unit Supervisor

1. Human Sexuality
2. Cardiac Nursing
3. Sex Education
4. Psychiatric Nursing
5. Crisis Intervention
6. Human Genetics
7. Growth and Development
8. Substance Abuse

SEIU1000 TA 8

TA 12-3-16

9. Medical Electronics
10. Interpreting Laboratory Test Results
11. Respiratory Therapy
12. Pharmacology
13. Nursing and the Law-Legal Aspects and Legislation
14. Medical/Nursing Ethics
15. Gerontology
16. Physical Assessments
17. Upper Level Physical Behavioral Science Courses
18. Principals of Nursing Supervision and Management
19. Courses related to working with the Developmentally Disabled Client
20. Client Stress Management
21. Pediatrics Nursing
22. Communication skill courses for Client Care such as: Signing, Spanish
23. IV Therapy
24. E.R. Nursing
25. Terminally Ill Patient Care
26. Oncology Nursing
27. Statistics
28. Any nursing units required in the Nurse Practitioner Course Program
29. Any nursing units included in the BS, MS or Ph.D. Nursing Degree Program
30. Infection Control
31. Rehab Nursing – Ortho – PM/R
32. Technical Writing Care Plans, Medical Protocols and Procedures
33. Supervisory/Management Related Courses

Minimum 9 units required for RN III and Unit Supervisor as approved by the CNS or CD.

Sonoma Developmental Center

Education Differential (Accepted courses)

1. Upper division Nursing Courses, i.e., Cardiac, Psychiatric, Pediatric Nursing
2. Crisis Intervention
3. Human Genetics

4. Substance Abuse
5. Interpreting Laboratory Test Results
6. Pharmacology
7. Nursing and the Law-Legal Aspects and Legislation
8. Medical/Nursing Ethics
9. Gerontology
10. Physical Assessments
11. Upper Level Physical and Behavioral Science Courses
12. Principals of Nursing Supervisor and Management
13. Courses related to working with the D.D. Client
14. Statistics
15. Any nursing units required in the Nurse Practitioner Course/Program
16. Any nursing units included in the BS, MS or Ph.D. Nursing Program
17. Rehab Nursing – Ortho – PM/R
18. Technical Writing Care Plans, Medical Protocols and Procedures

Also courses that meet Supervision/Management requirements:

1. Supervisory/Management principles and practices
2. Written communication in organizations
3. Oral communication in organizations
4. Effective meetings
5. Excellence I the workplace
6. The Hiring process
7. Organizational behavior
8. Supervisory management problems

Sonoma Developmental Center

APPLICATION FOR EDUCATIONAL DIFFERENTIAL

RN RANGE B, SUPERVISING RN (SRN), SURGICAL NURSE I, SURGICAL NURSE II, HEALTH SERVICES SPECIALIST (HSS) UNIT SUPERVISOR

FIFTEEN (15) UNITS

COURSE WORK MUST BE COMPLETED WITHIN THE LAST 5 YEARS. COURSE WORK MUST BE UPPER DIVISION (4 YR. COLLEGE/UNIVERSITY).

UNIT SUPERVISOR: NINE (9) OF THE FIFTEEN (15) UNITS MUST BE COMPLETED IN

APPENDIX N

SUPERVISION/MANAGEMENT RELATED COURSE WORK.

NAME: _____ POSITION: _____

NAME ON TRANSCRIPT, IF DIFFERENT FROM ABOVE:

_____

PRESENT ASSIGNMENT: PROGRAM: _____ RESIDENCE: _____

LIST COURSES THAT YOU FEEL MEET QUALIFICATIONS:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

SEIU1000 TA

_____ _____

SIGNATURE: DATE:

PLEASE SEND OFFICIAL TRANSCRIPT TO:
SONOMA DEVELOPMENTAL CENTER
TRAINING OFFICE
P.O. BOX 1493
ELDRIDGE, CA 95431

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ARNOLD WILLIAMS RN, PNED X6704

BU 17 – RANGE B & C PROGRAM

Approved Job-Related Courses. (Suggested course titles – others can be approved by QRP)

NURSING RELATED COURSES

TA 12-3-16 pm

APPENDIX N

Pathophysiology for Nurses

Concepts in Health Aging

Professional Transition

Professional Nursing Roles

Statistics

Health Assessment

Health Appraisal

Health Care Systems, Policy & Finance

Health Assessment in Advanced Nursing Practice

Health Care Finance and Quality Management

Organization Theory and Design

Human Resources Management

Management Skills

Population-Based Community Assessment, Planning and Partnership Development

Introduction to Epidemiology

Teaching Strategies for the Health Care Client

Concepts of Complex Clinical Nursing

Community Based Nursing

Concepts in Community Health and Home Health Nursing

Advanced Pharmacology

Pathophysiology Basis of Disease for Advanced Practice Nurses

Assessment and Management of Family Health Care

Advanced Pathophysiology

Theories Foundations of Nursing Practice

Leadership and Health Care Economics

Leadership and Clinical Management

Advanced Clinical Nursing for the Nurse Practitioner

Nurse Practitioner Role in Primary Prevention

Nurse Practitioner Role in Secondary Prevention

Roles in Advanced Practice Nursing

Secondary Prevention Pediatric Nurse Practitioner

APPENDIX N

Secondary Prevention Geriatric Nurse Practitioner

Nurse Practitioner Role in Tertiary Prevention

Nurse Practitioner Role in Tertiary Prevention – Pediatrics

Geriatric Nurse Practitioner Role in Tertiary Prevention

Human Diversity and Health Care

Health Teaching

Life Cycle

Biochemistry

Professional Collaboration Nursing Practice

Principles of Leadership/Management in Nursing

GERIATRIC COURSES

The Journey of Adulthood

Women and Aging

Images of Aging in Contemporary Society

Psychology of Aging

Heritage and Aging

Health Issues of Aging

Resource Management of Aging

Social Services for the Aging

Mental Health and Aging

Alzheimer's Disease

Caregiving/Home

Death and Dying

Aging in America: Politics and Change

Biophysical Aspects of Aging

Communication and Aging

Multiculture/Aging

Social Gerontology

PUBLIC HEALTH CARE & ADMINISTRATION

Environments of Public Administration

Analytical Methods in Administration

APPENDIX N

Program Evaluation

Contemporary Issues in Health Care Management

Managed Health Care

Public Health Administration

Non-Profit Management

Grantsmanship and Financial Development

Administrative Law

Administration in Multicultural Settings

The Disabled in America

Seminar in the Administration of Justice

Public Human Resources Administration and Labor Relations

Finance and Budgeting

Health Policy and Analysis

State, local and Intergovernmental Management

Graduate Survey of Public Policy & Administration Public Management and Organizational Change

Legal and Ethical Issues in Health Care

Public Policy and Analysis

SSW 1000 TA M

COLLEGE – CERTIFICATE COURSES FOR CAADAC AND CAADE*

Introduction to Human Services

Introduction to Alcoholism and Substance Abuse

Ethics and Human Service Worker

Basic Interviewing and Counseling Skills

Introduction to Counseling and Multicultural Population

Psychopharmacology & Alcohol & Drug Abuse & Psychotherapeutic Medication

Understanding Psychopathology and Treating the Dual Diagnosis Person

Counseling Approaches and Techniques

Group Counseling Strategies

Group Counseling Process

Case Management

Internship for Mental Health /Substances Abuse Care

TA 12-3-16 pm

*California Association Alcohol Drug Abuse Counseling (CAADAC)

APPENDIX N

California Association Alcohol Drug Educator (CAADE)

DEPARTMENT OF EDUCATION

College Courses – Registered Nurse II Education Differential

1. Degrees – courses leading to AA, BS, MS Phd degrees in nursing.
2. Credentials – courses included in the following credential programs:

   Nurse Practitioner

   School Nursing

   Emergency Nursing
3. Certificate program – courses offered by UC, leading to Human Services Certificate.

   Courses offered in items 1, 2, and 3 cover a wide range of classes. Only job-related courses will be approved.
4. Specific subject area courses:

   Abnormal Psychology

   Audiology

   Behavioral Disorders of Children

   Computer Sciences

   Crisis Intervention

   Diabetic Care and Control

   Ethnic/Cultural Sociology (including deaf/blind)

   Family Therapy (child abuse, family in crisis, problem families)

   Genetics

   Group Dynamics

   Growth and Development

   Handicapped Child Care

   Hearing and Speech Disorders

   Human Sexuality/Sex Education

   Infection Control

   Interpreting Lab Reports

   Leadership Training

   Legal Aspects of Nursing-Legal responsibility

   Medical Nursing Ethics

APPENDIX N

Medical Record Keeping

Neurological Nursing –Neurological Handicapped, care of Handicapped Child Care

Nutrition

Orthopedically Handicapped-course directly related to care and activities of daily living

Patient Teaching

Pediatric Nursing

Pharmacology

Physical Assessment

Play Therapy

Problems of Adolescence

Psychiatric Nursing Psychiatric Treatment Modalities:

e.g. Behavior Modification

Reality Therapy

Transactional Analysis

Assertive Discipline

Recent Advances in Pediatric Medicine

Rehabilitative Nursing

Respiratory Therapy

Screening Procedures – e.g., sickle cell scoliosis

Second Language – Spanish

Sign Language – beginning, intermediate, advanced interpretation

Sport Injuries

Statistics

Stress Management

Substance Abuse

Supervision

Technical writing – e.g., reports, protocols and procedures, care plans, grant applications

The Asthmatic Child

The Autistic Child

Time Management

Upper division Physical Behavioral Sciences

APPENDIX N

Vision Testing

DEPARTMENT OF EDUCATION
RN II EDUCATION DIFFERENTIAL

Name: _____

Class: Registered Nurse II

State Special School: _____

Course Title: _____ Units: _____

Course Content: _____

_____

_____

_____

College or University: _____

_____

Approval: _____
Immediate Supervisor

Approval: _____
Superintendent

Attachment: Copy of Transcript

cc: Personnel Assistant

SEIU1000 TA in

TA 12-3-16 pmm

DEPARTMENT OF MENTAL HEALTH

Atascadero State Hospital

RN EDUCATIONAL DIFFERENTIAL

BARGAINING UNIT 17

Registered Nurse Range B, Surgical Nurse I and II, and Health Services Specialists who successfully complete the equivalent of 15 qualifying semester units of collegiate level job-related courses in a

college or university of recognized standing shall be given an educational differential of $50.00 per month. Only courses on the lists established by each department for implementing this provision will qualify toward this differential.

Upon request of the employee, each department employing RN Range B, Surgical Nurse I and II, and Health Services Specialists shall make available to all current and new Unit 17 employees a copy of the lists of those courses which qualify for this differential.

Only courses completed within the previous five years shall qualify towards educational differential.

The educational differential shall not be considered as "compensation" for purposes of retirement contributions.

The State may add courses to the qualifying list at its discretion.

The 15 qualifying units must be taken from the following list:

1. Any required course which might lead to an AA, BA, BS, MA, MS, or Ph.D.
2. Human Services Certificate Program courses.
3. Courses in an expanded practice Act, in the following
    a. Nurse Practitioner
    b. Emergency Room Nursing
    c. Public Health Nurse
4. Adult Education Teaching Credentials Program
5. Upper Division Physical Science
6. Upper Division Behavioral Science
7. Technical Report writing
8. Medical records keeping
9. Statistics
10. Computer Science
11. Stress management
12. Supervision
13. Management
14. Hospital management
15. Human sexuality
16. Sex education
17. Psychiatric nursing
18. Abnormal psychology
19. Gero psychiatric nursing
20. Gerontology nursing

SEIU1000 TA 18

TA 12-3-16

APPENDIX N

21. Crisis intervention and theory
22. Substance abuse
23. Grief and loss
24. Strategies in psychosocial nursing
25. Family therapy
26. Group dynamics
27. Psychology of intervention techniques
28. Ethnic/Cultural
29. Sociology.
30. Legal aspects of nursing
31. Forensics – criminal justice
32. Medical ethics
33. Pharmacology
34. Interpreting lab results
35. Growth and development
36. Human Genetics
37. Physical assessment
38. Cardiac care
39. Rehab nursing
40. Respiratory nursing
41. Leadership training
42. Spanish

Please submit a copy of your transcripts and request to:

Debbie Marks-Molfino

In-Service Training Center

If you have any questions, please call Debbie at (805) 468-2211.

Checklist for appointments

_____ Complete all required items on ROSTER and POSITION CARDS (STD. 608, 611)

_____ Leave Accounting System Information or Leave Record Card (if applicable)

APPENDIX N

_____ Make Rolodex card (_____ Shift and RDO assignment sheet)

_____ Enter on Form 672, Attendance Report

_____ PAR and EAR, date keyed _____ date mailed _____.

_____ Label OPF, set up categories with clips and place with the active files

_____ Licensed Employee? Make sure there is a copy of their license in the OPF.

_____ Manager, Supervisor, Confidential or Excluded employee?

1. Give employee "Compensation Plus" Packet (have them sign cover page, copy and put in OPP)
2. Give employee Co-Ben information

_____ Annual Leave (copy of letter to employee and file)

Optional for BU 7, 12, 13, 14, 16, 17, 18, 19, 20 and excluded

_____ Retirement Info (copy of letter to employee and file)

If EE requests: give option booklet (PERS-PUB-52) to employee, have ee sign page 1, mail notice to PERS, and make copy for OPF

SEIU1000 TA 20

_____ Eligible for Health, Dental, Vision (copy of letter to employee and file)

1. Eligible if appointment exceeds 6 months & time base is 1/2 time or more.
2. Memo to employee, if newly eligible.
3. CoBen information to BU 7, 16, 18, & 19 (CoBen has no waiting period for Delta)

_____ Additional Position?

Copy of approval letter or Work Assignment Form from current primary position supervisor to OPF.

_____ Reduction of time base to less than 1/2 and enrolled in Medical Reimbursement Account?

Refer to Benefits Specialist for COBRA notification

Di Steadman

_____ Transfer?

1. PROFS/FAX previous agency, if needed.
2. Check file for any required health benefit documentation - obtain if necessary

---

PSS Name: _____ Work Area: _____

Employee Name: _____ Position Number: _____

TA 2-3-16

APPENDIX N

Effective Date: _____ Classification: _____

Salary Rate: _____ Range (if other than Range A): _____

Certification No. (For A01 Appt.): _____ List Type: _____

Cert Clearance sent to SPB: _____ Fingerprints Cleared: _____

Tenure: _____ Timebase: _____ Attachments: _____

Appointment Code: _____ Miscellaneous Change Code: _____

Length of Probation: _____ MCR: _____ CBID: _____ WWG

Alternate Range Criteria _____ (Information from the Payscale)

540S# _____ 607# _____ (revised 3/2003)

Salary Determination Form

S210 1000 TA 24

Name: _____ Work Area: _____

Effective Date: _____

Current Classification _____ #: _____

New Classification _____ #: _____

Type of Salary Determination and Salary Rule:

_____	MSA/SISA	599.638 OR 599.585
_____	Range Change	See Alternate Range Criteria for Salary Rule
_____	List Appointment	599.573 or 599.674 or 599.675 or 599.676
_____	Transfer to Another Class	599.674 or 599.675 or 599.676
_____	Reinstatement	599.677 or 599.678

TA 12-3-16 pm

APPENDIX N

Use the California Civil Service Payscales – Pages 6.0 – 6.7 & 10.0 – 10.2 to aid in computing the salary determination to be made. (And whether special pays will be included in salary calculations.)

Determine MSA/SISA

Current Salary x 1.05 (5%) = New Salary

(Checkpoint: Is this new Salary within the salary Range? If not, you may have to adjust the new salary lower to meet the max or higher to meet the minimum.)

Determine Transferability Using Last A01 Appointment:

_____	x 1.05	= _____	x 1.05	-$1	= _____
(From Max)	Times 5%	Equals one step	(times 5% again)	(subtract $1)	(New max may be no more than this amount.)

Determine Salary Differential:	Salary differential	= Salary Regulation to use:
To Maximum	+ 0.0% to + 5.0%	= 599.674 (a)
From Maximum	+ 5.1% to + 9.9%	= 599.674 (b)
= Difference	- 0.1% to - 9.9%	= 599.674 (c)
/ Lower Maximum	-10% or more lower	= 599.675
% (range difference)	+ 10% or more higher	= 599.676

Determine New Salary:

Current Salary_____	x 1.05 or	= _____
Current Salary_____	_____	= _____

( ) Less than 5%, employee may qualify for accelerated MSA.

( ) 5% or more, employee receives a new anniversary date.

( ) HAM class – Hiring above minimum authorization for class or individual.

( ) Recruitment and Retention-Item 351 on PAR: Earn, ID:_____ Amt:_____

( ) Plus salary-See Payscale section 5 for assistance in calculating adjustments.

( ) Other special pays-See MOU and Payscale to determine eligibility. List:_____

PSS:_____ Date Completed:_____

REQUEST FOR PERSONNEL ACTION

PERSONNEL TRANSITION REQUEST PROCESS

APPENDIX N

ORIGINATOR COMPLETE A, B, CD, & D FORWARD REQUEST TO PERSONNEL

THEN:

PERSONNEL RETURNS PROCESSED REQUEST TO ORIGINATOR

THEN:

ORIGINATOR COMPETES E, F (FIRST LEVEL) RETURNS COMPETED HIRING PACKET TO PERSONNEL

THEN:

PERSONNEL NOTIFY ORIGINATOR OF SELECTION APPROVAL

DISTRIBUTION

1. WHITE – POSITION CONTROL ANALYST, LOG SHEET.
2. GREEN – POSITION CONTRAL ANALYST, FILE COPY.
3. CANARY – EEO OFFICER
4. PINK – RETURN TO ORIGINATOR.
5. GOLDENROD – ORGINATOR RETAINS.

Napa State Hospital

Memorandum

To: Applicant for RN Educational Differential Date: May, 2003

From: Napa State Hospital
Telephone: (707) 253-5258
2100 Napa Vallejo Highway
Napa, California

Subject: APPLICATION PROCEDURES

Attached you will find the following:

1. Guidelines Regarding Eligibility Requirements and Process for Requesting RN Educational Differential
2. List of Approved Subjects
3. Application for Educational Differential

SEIU1000 TA 23

TA 12-3-16

Dai Stadman

APPENDIX N

If you are ready to submit your application, please refer to the attached guidelines and to Administrative Directive #353.

APPLICATION FOR RN EDUCATION DIFFERENTIAL

NAPA STATE HOSPITAL

Applicant Information

Name	Work Location	Shift	Work Phone	Home Phone

LIST BELOW THE COURSES YOU HAVE COMPLETED WHICH YOU WISH TO USE TO QUALIFY FOR EDUCATIONAL DIFFERENTIAL:

Class	Quarter/Semester Taken	# of Units	Grade

SEIU1000

LIST THE TRANSCRIPTS YOU HAVE HAD SENT TO THE LABOR RELATIONS OFFICE:

Dated: _____ Applicant Signature _____

APPLICATION FOR RN EDUCATIONAL DIFFERENTIAL

QRP DECISION:

_____ Approved _____ Not Approved _____ Date:

(1) _____

(2) _____

TA 12-3-16

APPENDIX N

(3) _____

(4) _____

(5) _____

_____ Approved _____ Not Approved _____ Date:

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

SE10000 TA 25

APPROVED SUBJECTS FOR RN EDUCATIONAL DIFFERENTIAL

REQUIRED: Applicants must have completed fifteen (15) acceptable units. At least nine (9) of the fifteen (15) required college units must be in one or more of the following subjects. The remaining six (6) credits may be in these subjects or may be selected from a list of "alternative subject areas" listed below.

- Health Education
- Principles of nursing supervision and management
- Psychology
- Sociology
- Education
- Anthropology
- Mathematics
- Foreign Language
- Nursing
- Humanities
- Life Science
- Forensics
- Philosophy/Ethics
- English
- Nutrition

ALTERNATIVE: Six (6) of your fifteen (15) credits may be from one or a combination of the following subject areas. The number in parentheses after each category is the maximum number of allowable credits in that category.

- Recreation Therapies (3)
- Economics (3)
- Performance Improvement (6)
- Physical Education (2)
- Supervision/Management (6)
- Computer (6)
- Political Science (3)
- Guidance/Self Development (6)
- Speech (6)

GUIDELINES REGARDING ELIGIBILITY REQUIREMENTS AND PROCESS FOR REQUESTING RN EDUCATION DIFFERENTIAL

TA 12-3-16

APPENDIX N

The Executive Director will establish a Qualification Review Panel (QRP) which shall consist of the Employee Relations Officer and at least one registered nurse. The QRP will review the qualification of applicants for educational differential and approve or deny application.

1. Qualifications Review Panel:

   The QRP will meet monthly or as required. Responsibilities include:

   a. Maintains current list of approved subject areas. (NOTE: this list, which is attached to this packet, does not list specific classes, as not all classes within a subject area may be considered job related. For example, a forensic class about introduction to penal code commitments may be acceptable, whereas a forensic class about arrest and firearms would not be.)

   b. Approves/disapproves courses for addition to list.

   c. Verifies successful completion of required units from transcripts.

   d. May establish minimum requirements for specific courses and/or may set maximum credits allowed for given coursework.

   e. Monitors application and review process.

2. Candidates:

   a. Candidates must be employed at Napa State Hospital in the classification of RN B, surgical Nurse I or II, Health Services Specialist, or Supervising RN.

3. Unit Requirements:

   a. A list of approved job-related subjects is available through the Employee Relations office. Only approved courses shall qualify toward the differential.

   b. Credit given for courses taken to obtain RN licensure do not qualify toward the differential.

   c. Only courses with a grade of "C" or better, or the numerical equivalent of a "C" or better, are accepted in fulfillment of college unit requirements.

   d. Credit/no credit classes may be acceptable if verification of successful completion ("C/average" or better) is provided.

   e. Quarter units convert to semester units on a three (3) for two (2) basis.

   f. Qualifying courses must have been completed within the last five (5) years (determined by semester/year: e.g., class taken any semester in 1990 is good through 12-31-95).

4. Application Procedures:

   a. Application packets are available in the Employee Relations Office and, after completion, are submitted to the Employee Relations Office.

   b. The applicant will have an official, sealed (unopened) transcript delivered to the Employee Relations Office.

5. Timetables:

   a. Timetable for application approval/disapproval process to begin after completed application packed (including transcripts) is received by Employee Relations Office.

S210 1000 TA 25

Dan Stedman

TA 12-31-96

QRP will review applicant's packet at the first meeting of the panel after receipt of all required information.

b. Alternate range to become effective on first day of the pay period following approval by QRP.

6. Appeal process:

a. Written request for appeal will be addressed to the QRP (via Employee Relations Officer) within twenty (20) calendar days of notice of ineligibility.

b. The appeal consists of a personal interview with the QRP and submission of any additional relevant information or material applicant wishes to offer.

c. The QRP will make a decision on the appeal and notify the applicant in writing within ten (10) calendar days of the decision.

d. Final appeal will be to the Executive Director and must be requested in writing within twenty (20) calendar days of date of notice of QRP's appeal decision.

e. Applicants who are otherwise eligible and are not granted the educational differential because they have not met the course requirements may re-apply immediately upon completion of appropriate courses.

SEIU 1000 TA 27

Patton State Hospital

Memorandum

To: Registered Nurses, Range B
Health Service Specialist
Supervising Registered Nurses

Date: September 24, 2002

From: Blanche Sherer
Telephone: (909) 425-7541

Subject: Educational Differential (E.D.)

Consistent with the language of the current agreement between the State and SEIU Local 1000, representing Bargaining Unit 17 (Ref: BU 17 Agreement, effective July 8, 2002 through July 2, 2003, Article 11 – Salaries, section 11.58.17 – Educational Differential and Department of Personnel Pay Scale, section 14.43 – Pay Differential, revised 8/31, Registered Nurses (Range B), Health Services Specialists, and Supervising Registered Nurses who within the past five (5) years have successfully completed the equivalent of fifteen (15) qualifying semester units of collegiate level, job related courses in a college or university of recognized standing, shall be given an educational differential of fifty dollars ($50) per month.

To receive the education differential eligible staff must:

Complete and return an application form to the Director of Human Resources. (Forms are available from the Program/Department office, CNS, or Human Resources).

Submit official transcript showing courses to be considered. The transcript must have an Official University Seal and that seal must not be broken. You may also have the college or University send a sealed transcript directly to the Human Resources Department. Only courses on the attached list qualify toward the fifteen (15) semester units for this differential. However, the State may add courses to the qualifying list at its' discretion. Only courses completed within the previous five years shall qualify towards the educational differential.

The application will then be reviewed and approved/disapproved by the Program Director and then by the

TA 12-3-16

Coordinator of CNS and the PNED. The educational differential (E.D.) will become effective with the first pay period following approval. It (E.D.) is not considered "compensation" for retirement purposes, however, it is considered when calculating overtime compensation.

Qualifying Courses

Human Services Certificate Program Courses

Courses in an expanded practice credentials program as defined by the California Nursing Practices Act, in the following areas:

a) Nurse Practitioner

b) Emergency Room Nursing

c) Public Health Nurse

Abnormal Psychology

Adult Education Teaching Credentials Program

Cardiac Care

Computer Science

Crisis Intervention Theory

Ethnic/Cultural Sociology

Family Therapy

Forensics – Criminal Justice

Gero Psychiatric Nursing

Gerontology Nursing

Grief and Loss

Group Dynamics

Growth and Development

Hospital Management

Human Genetics

Human Sexuality

Interpreting Lab Results

Leadership Training

Legal Aspects of Nursing

Management

Medical Ethics

Medical Record Keeping

APPENDIX N

Pharmacology

Physical Assessment

Psychiatric Nursing

Psychology of Intervention Techniques

Rehab Nursing

Respiratory Nursing

Sex Education

Sociology

Spanish

Statistics

Strategies in Psychosocial Nursing

Stress management

S2U1000TA

Substance Abuse

Supervision

Technical Records Keeping

Upper Division Behavioral Science

APPLICATION FORM

RN EDUCATION DIFFERENTIAL

Employee Name: _____

Classification: _____

Program/
Department: _____

List of courses to be considered below:

Course	Completion Date	Units Quarter/Semester

TA 12-3-16

APPENDIX N

Employee Signature Date

****

PROGRAM DIRECTOR: I have received and approve this application for review:

Signed _____ Date: _____

S210 1000 TA 3c

COORDINATOR OF NURSING SERVICES:

Approved for Differential: _____

Not Approved for Differential: _____

Signature: _____ Date: _____

PNED:

Approved for Differential: _____

Not Approved for Differential: _____

Signature: _____ Date: _____

Metropolitan State Hospital

APPLICATION – REGISTERED NURSE B AND HEALTH SERVICES SPECIALIST

Application for education differential on basis of fifteen (15) units of job-related college credits.

Name: _____

(Last) (First) (MI)

Civil Service Classification: _____

TA 12-3-16

APPENDIX N

Program: _____ Unit: _____

Education:

_____ High School _____ Years Graduated Yes No (Circle One)

_____ College _____ Years Graduated Yes No (Circle One)

Other (Describe)

_____

_____

_____

Subject Matter

SEIU1000 TA-31

Covered in Course	Length	Where Taken	Units

To the best of my knowledge, the foregoing statements are true and complete.

_____ _____

Signed Date

Please complete form, attach sealed transcripts and mail to:
Pat LaMountain, PNED
Nursing Education

REGISTERED NURSE EDUCATIONAL DIFFERENTIAL PROCEDURE

In compliance with the Bargaining Unit 17 contract, Registered Nurse Range B, and Health Services Specialist (HSS), will receive an educational differential based on the following criteria:

Successful completion of the equivalent of fifteen (15) qualifying semester units of collegiate level job-related courses in a college or university of recognized stand.

Only courses completed within the previous five (5) years shall qualify towards the educational differential.

The fifteen (15) qualifying units must be taken from the following list:

1. Any required course which might lead to an AA, BA, BS, MA, MS or Ph.D.

TA 12-3-16

APPENDIX N

2. Human Service Certificate Program courses.
3. Courses in an Expanded Practice Credentials Program as defined by the California Nursing Practice Act, in the following areas:
    a. Nurse Practitioner
    b. Emergency room Nursing
    c. Public Health Nurse
4. Adult Education Teaching Credentials Program
5. Upper Division Physical Science
6. Upper Division Behavioral Science
7. Technical report writing
8. Medical record keeping
9. Statistics
10. Computer Science
11. Stress management
12. Supervision
13. Management
14. Hospital management
15. Human sexuality
16. Sex education
17. Psychiatric nursing
18. Abnormal Psychology
19. Gero Psychiatric nursing
20. Gerontology nursing
21. Crisis intervention and theory
22. Substance abuse
23. Grief and loss
24. Strategies in Psycho-social nursing
25. Family therapy
26. Group dynamics
27. Psychology of intervention techniques
28. Ethnic/cultural sociology
29. Sociology

30. Legal aspects of nursing
31. Forensics – criminal justice
32. Medical ethics
33. Pharmacology
34. Interpreting lab results

PAY STATUS

1. Educational differential will be made by the Personnel Office following written approval and recommendation from PNED. The increased salary rate will become effective on the first of the pay period after the employee meets all of the conditions and established criteria.
2. The educational differential will be included when computing overtime compensations.
3. The educational differential shall not be considered as "compensation" for purposes of retirement contributions.

DEPARTMENT OF VETERAN'S AFFAIRS

SUBJECT
Registered Nurse, Range B, Supervising Registered Nurse and Surgical Nurse I and II – Education Differential.

PURPOSE
To provide policy statement, guidelines and procedure for implementing Registered Nurse Range B, Supervising Registered Nurse and Surgical Nurse I and II of the Educational Differential Program as agreed to on July 1, 1995 between the State of California and SEIU Local 1000, Unit 17, section 11.57.17.

DEFINITON
During this year's contract bargaining with SEIU Local 1000, Unit 17, section 11.57.17, the State agrees to provide qualifying Registered Nurses, Range B, Supervising Registered Nurses and Surgical Nurse I's and II's with an educational differential of fifty dollars ($50) per month.

For purposes of overtime computation, this differential shall be considered as compensation.

A. The fifteen (15) qualifying units must be taken from the following list:

1. Any required course which might lead to a BA, BS, MA, MS or Ph.D. in Nursing or Health Care Administration.
2. University of California Human or Health Care Administrations Services Certificate Program courses.
3. Courses in an Expanded Practice Credentials program as defined by the California Nursing Practice Act in the following areas:
    a. Nurse Practitioner
    b. Public Health Nurse
4. Adult Education Teaching Credentials Program
5. Upper Division Physical Science (Biochemistry, Pathophysiology)
6. Upper Division Behavioral Science

SEIU1000 TA 33

TA 12-3-16 pm

7. Technical Report Writing (Management Reports)
8. Death and Dying (Terminally Ill)
9. Statistics
10. Computer Science
11. Stress and Time Management
12. Supervision
13. Management (Principles of Nursing)
14. Hospital Management
15. Human Sexuality
16. Research
17. Psychiatric Nursing
18. Abnormal Psychology
19. Gero Psychiatric Nursing
20. Gerontological Nursing
21. Crisis Intervention and Theory
22. Substance Abuse
23. Grief and Loss
24. Strategies in Psychosocial Nursing
25. Family Therapy
26. Group Dynamics
27. Psychology of Intervention Techniques
28. Ethnic/Cultural Sociology
29. Sociology
30. Legal Aspects of Nursing
31. Communication Skill Courses for Client (Signing, Audio/Visual)
32. Medical Ethics
33. Psychopharmacology
34. Leadership (Nursing)
35. Growth and Development
36. Human Genetics
37. Physical Assessment

SEIU1000 TA 34

TA 12-3-16 pm

APPENDIX N

38. Cardiac Care
39. Rehab Nursing
40. Respiratory Nursing
41. Leadership Training
42. Spanish
43. Public Speaking
44. Nutrition
45. Hospice
46. Community and Mental Health Concepts
47. Home Health Care
48. Performance Evaluation
49. Communication Skills
50. Change (Management of)

B. Courses granting continuing education units do not qualify.

SB101000-TA 35

Dai Stedman

TA 12-3-16
pmn

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 17

Date 6-12-16

1536

Proposal No: 1

The Union proposes the following rollover language:

Appendix 2.17 – FLSA Exempt Employee Differential (Unit 17)

FLSA EXEMPT EMPLOYEE DIFFERENTIAL FOR EXTREMELY ARDUOUS WORK AND EMERGENCIES

1815
STATE
6-12-16 TAC

Effective: 9/1/93

Revised: 7/1/99

CRITERIA

SEIU local 1000
TA'd @ 6:15pm
KN
DS
mf
OS
NF
JF

At the discretion of the appointing authority, excluded employees who are exempt from the Federal Fair Labor Standards Act (FLSA) shall be eligible to receive the differential when performing arduous work that exceeds the normal demands of State service employment. Excluded employees are eligible for this pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property). **All of the following conditions must be met in order to apply this pay differential:**

SAGL

Appropriate Duties

The duties and responsibilities may not include work that is covered by the provisions of FLSA.

Non-negotiable 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 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 deadline. For example, preparing and presenting to the Governor's Office, Legislature, or Legislative Committees fiscal/line item analysis and budgetary information concerning the State Budget or departmental and line program budgets by a specific date, or testifying before the Legislature or Legislative Committees at their request, or responding to a declared emergency situation.

STATE
6-12-16 TMZ

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. They may regularly be required to work more than forty (40) hours per week to complete their work. 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.

Work is Unavoidable

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

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. For example, in an emergency involving extreme health, safety and/or cost consequence, an employee may be required to work evenings and weekends for several weeks, averaging more hours of work than can be scheduled/arranged for time off.

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.

The Circumstances That Support This Pay Differential Must Be Documented

Departments must maintain records of the employees and amounts paid in each pay period, and a brief

description of the circumstances for which the differential was provided. Departments are delegated responsibility for the review and approval of payment. Their review should occur after the work is completed to ensure that all of the conditions that warrant the pay differential were present. Application of the pay differential provisions is subject to audit or review by the California Department of Human Resources as necessary.

STATE
6-12-16 TA'd

Rate

Three hundred dollars ($300) per workweek, up to one thousand two hundred dollars ($1,200) total per pay period. Any workweek that overlaps months should be counted in the month that the workweek ends.

An employee may be paid: period $ 300

$ 600

$ 900 or

$ 1200 per pay

SEIU Local 1000
TA'd @ 6:15pm

Management Proposal

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

Exclusive Representative: SEIU, Local 1000

Article:

Subject: Contract Completion

If any existing contract language was not rolled over, the parties will meet and rollover the language.

SEIU Local 1000 TA

TA 12:25p
12-3-16