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 11:10 am 6-27-16

6/21/2016 2:44 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

1.1 Recognition

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

SEIU 1000 TA

STATE TA 6-11-16 2:15pm

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

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

SEIU 1000 TA

STATE

TA

6-11-16
7:15pm

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 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.

SEIU 1000

Chair 15

BU 20

BU 21

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

Pat Wilson

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

A 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.

TA 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:

A SEIU 1000

2.3 Use of State Equipment

A. Union stewards shall be permitted reasonable use of State phones and video phones (VP)/ telecommunication devices for the deaf (TDD) to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.

B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in section 2.1, if said equipment is available and utilized as a normal part of his/-her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.

C. Union Stewards shall be permitted reasonable and occasional use of fax machines and copiers for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.

TA 4:50 pm 6-2-16

TA SEIU 1000

Brenda J. Mort
Bruce Theel
Sophie Pelm
Brad Wells
Robert Vega
Mary S. Patten
K Campbell
Ronna Jones BU20
Miguel Cordero BU21
Brooke Pieiman
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 p
6-2-16
Pam Meanville

P. Wilson

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

SEIU 1000

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

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

C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be

TA 06/05/2016 10:35am

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

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

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

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

TA SEIU 1000

TA 6/05/2016 10:35am

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 10:35 am 6-10-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

A 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.

Mott, Unit 1
Theel, Unit 3
Perkins BU4
Willis BU11
Vega BU14
Patten BU15
Cuvant BU17
BU20
Carter BU21
Staff

TA 4:50 pm
6-2-16
pam manville

P. Wilson

PL Amend
JB

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:

SEIU 1000

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.

Mock, Unit 1
Theal, Unit 3
Perkins BU4
Willow BU11
Vega BU14
~~Pettie~~ BU15
Cavant BU17
BU20
Cordon BU21
Pierson, Staff

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

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 4:50 pm
6-2-16
Pam Manwiller

P. Wilson

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

Union Proposal

Master Table

Date _____

Proposal No: 1

SEIU 1000 **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.

TA 6-2-16 4:30 pm

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

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

TA 2:30pm 6-2-16

TA SEIU 1000

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 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

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 6-2-16

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

pam manw.

pam anjo 6-2-2016

Marlene Schultz

Patty J Smart

Stephanie Porter

Tiffany Navarrette

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

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

TA 4:00 pm 6-2-16

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 pm 6-2-16

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).

TA
06/05/2016
10.35am

6/2/2016 5:03 PM

1036 am

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

5.5 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.

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.

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Brandy Mod, Unit 1
Bruce Theel, Unit 3
Sophia Pelu BU4
Carol Willis BU 11
Robert Vega BU 14
[illegible] BU15
Kimberly Cavant BU17
Ronna Jones BU20
[illegible] BU21
Brooke Piemja Staff
[illegible]

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6-2-16
Pam Manwill
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D. Wilson
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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).

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

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

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

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

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Dan Manwiller

TA SEIU 1000

Brendy Mook, Unit #1
Bruce Thiel, Unit 3
Sophia [illegible] BU4
Brad Willer BU 11
Robert Vega BU 14
[illegible] BU15
Kimberly Cavart BU17
Rionna [illegible] BU20
Wayne Cole BU21
Brooke Pierson Staff
Mary [illegible]

D. Wilson
Khayrie
T. Navarrette

LOCAL 1000
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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.

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Pat Wilson

Marlene Schultz

Margaret Marks

Bruce Wheel

Robert Vega

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Margaret Marks

Stephanie Fox

Stacy Alexander

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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 4:30 pm

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 4:50 pm
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Union Proposal

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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

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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.

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Pat Wilson
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Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

5.14 Joint Labor/Management Committee – Model Policy

A. It is in the best interest of the State and the Union to jointly develop a consistent alternate work schedule policy for 4/10/40 work schedules. Therefore, the Union and the Department of Human Resources (CalHR) agree to establish a joint Labor/Management Committee (Committee) to develop a 4/10/40 work week policy.

B. The Committee shall consist of ten (10) members, five (5) selected by the Union and five (5) selected by the CalHR. The Co-Chairs of the Committee shall be one individual selected by the Union and one individual selected by the CalHR. The Committee shall meet monthly after the ratification of this contract. The Co-Chairs shall agree on an agenda prior to the date of the meeting.

C. The model policy recommendation shall be completed and in writing before the expiration of the contract. CalHR shall encourage

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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.

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Union Proposal

Master Table

Date 6-5-16

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

5.18 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
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- Reducing the cost of contracts.

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

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

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

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

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Bruce Theil
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Brad Willis
Robert Vega

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Union Proposal
Bargaining Unit 20
Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

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

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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

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.

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Union Proposal

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Date _____

Proposal No: 1

The Union proposes the following rollover language:

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6.1 Purpose

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

B. The purposes of this procedure are:

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

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

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Union Proposal

Master Table

Date 6-5-16

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

6.2 Definitions

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

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

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

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

TA 900 am 6-6-16

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

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

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Union Proposal

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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.

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Union Proposal

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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.

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Brad Willis

Robert Vega

Mark Wetter

K Cantrell

Rianna Jones BU20

Miguel Cordova BU21

Brooke Pierson

Mary Meadow

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Union Proposal

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Proposal No: 1

The Union proposes the following rollover language:

6.5 Presentation

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

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The Union proposes the following rollover language:

6.6 Informal Discussion

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

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Union Proposal

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Proposal No: 1

The Union proposes the following rollover language:

6.7 Formal Grievance – Step 1

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

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

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.

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Union Proposal

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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.

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Brenda J Mort

Bruce Theel

Brad Willis

Robert Vega

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Rionna Jones BU20

Miguel Cordero BU21

Brooke Pierson

Meg Malone

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Union Proposal

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Proposal No: 1

The Union proposes the following rollover language:

6.9 Formal Grievance – Step 3

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

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

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Proposal No: 1

The Union proposes the following rollover language:

6.10 Response

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

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Brad J. Mott

Bruce Theel

Brad Willis

Robert Vega

Mark S Patten

K Cunningham

Rionna Jones BU20

Myriam Cardona BU21

Brooke Pierson

Mark S Merrill

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Union Proposal

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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.

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

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.

TA SEIU 1000
Brendy Moore, Unit 1
Bruce Theel, Unit 3
Sophia Reeves BU 4
Brad Willis BU 11
Robert Vega BU 14
Mae Walker BU 15
Kimberly Cavart BU 17
[illegible] BU 20
[illegible] Carter BU 21
[illegible] Pierson, staff
[illegible]

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Pat Wilson
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Union Proposal

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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.

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Brenda J Moore, Unit 1
Bruce Theal, Unit 3
Sophia J Peche BU 4
Brad Wilson BU 11
Robert Vega BU 14
Mark Patterson BU 15
Kimberly Cavant BU 17
Ronda Green BU 20
Miguel Cordero BU 21
Brooke Pierson, Staff
Margie Meade

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Pat Wilson
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Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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.

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Brad J. Mort
Bruce Theel
Brad Willis
Robert Vega
Bonnie Jones BV20
Miguel Cordero BV21
Rodolfo Pierrepa
Maggie Mordel

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Union Proposal

Master Table

Date 6-5-16

Proposal No: 2

The Union proposes the following rollover language:

SEIU 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

900 am 6-6-16

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

SEIU 1000 TA

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

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

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

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

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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.

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

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

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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.

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.~~

2:45a

TA 12/3/16

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

SEIU Local 1000 TA

TA 2:45 12-3-16

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

SEIU Local 1000 TA

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

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

SEIU Local 1000 TA

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

Work Week Group E or SE Employees: ~~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

FA 2:45a 12-3-16

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

SEIU Local 1000 TA

TA 2:45 12-3-16

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

SEIU Local 1000 TA

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

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

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

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

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12-3-16

Pat Wilson
Patty Hurant

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

@ 1:10pm
5/17/2016

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

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

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

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5-17-16 1310

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LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6-5-16

Proposal No: 2

The Union proposes the following language:

SEIU 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

Z. Miranda

T. Navarrette

6/4/2016 5:37 PM

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

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

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
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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

S.S.L SAEL TA 9:00 am
6-6-16
Pam Manville
Pat Wilson
Marlene Schultz
T. Navarrette
P.J. Amant

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.

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
Pam Manwiller
Pat Wilson
Marlene Schultz
S. Miranda
T. Navarrette
P. Amant
S. Salah

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

SEIU1000 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.

SEIU 1000 TA

TA 10:41am 6-7-16

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.

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 PM

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.

SEIU 1000 TA
6/16/2016

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.

TA
6/16/16
9:28

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

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following language delete:

~~8.3.20 Bereavement Leave (Unit 20)~~

~~A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to death of his/her parent, stepparent, spouse, child, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepchild, or anyone living in the household. 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.~~

~~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, domestic partner (as defined in accordance with Family Code~~

SEIU 1000 TA 6/16/2016

TA 9:29 pm 6-16-16 Pam Manwiler T Navarette

~~Section 297), or immediate family members of domestic partners (mother, father, brother, sister, or child). Such bereavement leave shall be authorized for up to three (3) eight (8) hour work days [twenty-four (24) hours] per 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 credits. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.~~

~~D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of the time allowed in A or B. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2.~~

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

TA 9:39 pm
6-16-16

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

TA SEIU 1000

6-2-16

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

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

Pat Wilson

6-2-2016

S. Miranda

Marlene Schultz

LOCAL 1000
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Stronger Together

Union Proposal
Master Table
Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.5 Adoption Leave

TA SEIU 1000

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

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

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

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

Pat Wilson S. Miranda

6-2-2016

Marlene Schultz

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. Mott
Bruce Theel
Brad Willer
Robert Vega
Mark Walker
Conrad
Donna Jones BVW
Carlos BVZ
Pierman
Margie Mead

TA 2:30 pm
6-2-16
Pam Manwiller
Pat Wilson
S. Sanco 6-2-2016
S. Miranda
Marlene Schultz
K. Van Sick
S. Sal
Khayri
T. Navarrette
S/R
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;

TA SEIU 1000

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 4:50p

8.9 Catastrophic Leave - Natural Disaster

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

A. Sick leave credits cannot be transferred;

B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;

C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;

D. The donations must be a minimum of one 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;

I. 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 4:50pm
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

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 4:30p

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Union Proposal

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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

LOCAL 1000 SEIU Stronger Together

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Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.12 Leave Credits Upon Transfer in State Service

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

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Union Proposal

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Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

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

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

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

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

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

TA SEIU 1000

Brenda J. Mott
Bruce Theel
Sophie Peter
Bruce Willis
Robert Vega
Mary Walter
Rionna Jones BU20
Mijael Cordero BU21
Brooke Pierman
Marge Macdo

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

S. Sen 6-2-2016
H Hu
Marlene Schultz
K Vasquez
S. Sen
Khayam
Shah
N
Nayaly Leth
T Navarrette
S/R
Patty Howard
Pat Wilson
S. Miranda
Dutrey

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:

SEIU 1000 TA

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

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

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

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

TA 7:25 pm
6-11-16
Pam Manwiller
Pat Wilson
T Navarrette
Marlene Schultz
S Bye
S. Olivander
S. Sahl
Cynthia

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

Bruce Fleet

Brad Willis

Robert Vega

Marie Pitts

Rianna Jones

Brooke Pierson

S. Nivander

TA 6-11-16 pam manwiller

Pat Wilson

T Navarrette

Marlene Schultz

S. Sok

PJ Smart

Kheyne

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 Perrin BU4
Brad Wilkins BU11
Robert Vega BU14
[illegible] BU15
Kimberly Cavart BU17
[illegible] BU20
Miguel Carlon BU21
Brooke Pierman, Staff
Margaret [illegible]

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

[illegible]
[illegible]
S Simpson 6-2-2016
H Hamm
Marlene Schultz
K Vasich
S Sah
K Chaguin
S Port
[illegible]
Tnavarrette S Nivin Jr
[illegible]
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.

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~~

TA 4:50p 6-2-16

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.

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

Brenda J Mod
Bruce Thiel
Sophie Pelm
Brad Wille
Robert Vega
Mark Pa
Vanessa
Rianna Sohn
Miguel Cordon
Brooke Pierson
Margie Hand

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

Dietary
Patrick
Sally Hanoby
P J Smart
S. Sor
Khayrie
S. Nivanlu
P Navarrette
K Vasor
MS

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 Mode, Unit 1
Bruce Theel, Unit 3
Sophia Peeler BU4
Brad Willis BU 11
Robert Vega BU 14
Mae [illegible] BU15
Kimberly Cavant BU17
Ryonna Jones BU20
Myrel Cordero BU21
Brooke Pierson, Staff
Margie [illegible]

TA 2:30 PM 6-2-16
Pam Manwiler
Pat Wilson
[illegible]
[illegible] 6-2-2016
S Sutton
H Hunt
[illegible]
Marlene Schultz
T Navarrette
S. Miranda
K Vanhoor
S. Sun
Patty Adment
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Khayvin
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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.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 2

The Union proposes the following language changes:

8.24.20 Department of Developmental Services/LVN Vacation Scheduling (Unit 20)

3:09 pm
SEIU 1000 TA
6/15/2016

A. On October 1 of each year, each unit/work location in the DDS shall post a vacation calendar specific for Bargaining Unit 20 Licensed Vocational Nurses (LVNs) in a prominent place. ~~readily available to Bargaining Unit 20 (Licensed Vocational Nurse) employees.~~ For the a.m. and p.m. shifts, the calendar shall clearly indicate by unit/work location (as defined by the program management) and shift, the number of ~~LOC employees~~ LVNs that may be on vacation on each day of the upcoming year. For the NOC shift, the calendar shall indicate, by program, the number of ~~employees~~ LVNs that may be on vacation on each day of the upcoming year. The posted vacation time shall be sufficient to permit all ~~employees~~ LVNs 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. ~~expired Collective Bargaining Agreement.~~

3:09 p

TA
6-15-16

B. During the period of October 1 to October 31, all Licensed Vocational Nurses ~~employees, without regard to bargaining Unit classification or seniority,~~ may sign up for no more than ~~two~~ three (~~2~~3) vacation periods for the upcoming calendar year. Each vacation period shall be for consecutive days. The three (3) vacation periods combined shall not exceed thirty-two (32) days of vacation days scheduled off during the vacation year, and any one 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.

SEIU 1000 TA
6/15/2016

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

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

Janet Sass Redemate
309 pm

TA
6-15-16
Pam Mandiller
Robert Ramirez
Rosemarie Speth
Mary Ann Monahan
Tyquiden Fisher
Annette Kahn

2~~3~~. During the above period, management will not intervene to resolve conflicts in the vacation requests.

SEIU 1000 TA
6/15/2014

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

Janet Sass McDermott

3:09p

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

upcoming vacation year.

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

SEIU 1000 TA
6/15/2016

Rionna Jones

Stacyd Charles

Patricia Heyman

Janet Sass Mendermott

3:09 pm

1. Program management shall maintain full and unabridged discretion to determine the time slot(s) ~~subject to cancellation for operational needs.~~

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

TA
6-15-16
Pam Manwiller

Robert Manning

Rosemarie Speth

Mary Ann Monahan

Tyquinos Fisher

Annette Kahn

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

G. A reasonable effort shall be made to honor vacation time when an ~~employee~~ LVN transfers to another

position within the facility. If it cannot be honored, the ~~employee~~ LVN will be guaranteed the equivalent time off at another time, as available ~~determined by management~~.

SEIU 1000 TA
6/15/2016

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

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

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

Janet Sass McDermott

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6-15-16
Pam Manwiller
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Annette Kahn

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 20
Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.27.20 Dependent Care Leave (Unit 20)

TA @ 1:10pm
5/17/2016

UNION

A department head or designee may grant a permanent employee's request for an unpaid leave of absence for the purposes of providing personal medical care for the employee's ill or injured parent, spouse, stepparent, child, stepchild, grandchild, grandparent, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic partner, immediate family of domestic partner (father, mother, child, brother, sister), and anyone living in the employees household. The employee may be required to provide substantiation to support the employee's request for the unpaid leave.

STATE
5-17-16 1310

The period of leave shall not exceed three (3) months. Extensions of an unpaid leave may be requested by the employee and may be granted by the department head or designee.

A dependent care leave may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.

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

TA @ 1:10pm
5/17/2016

UNION

STATE
5-17-16 1310

LOCAL 1000 SEIU Stronger Together

Union Proposal
Bargaining Unit 20

Date: 6/12/2016, 8:29pm

Proposal No. 2

The Union proposes the following language changes:

8.28.20 Continuing Education Leave (Unit 20)

A. Employees in classifications listed below will be entitled to educational leave to obtain continuing education units. The leave time can be taken at the employee's discretion subject to the operational need of the department and reasonable advance notice. In-service training courses for which Continuing Education Units (CEU) credit is provided may be counted ~~at the State's option~~ towards the hours of education leave. In-service training courses provided must be accepted by the appropriate licensing body in order to be counted as the State's option towards the hours of education leave. This leave is non-cumulative.

CLASS CODE	CLASS TITLE	HOURS PER RENEWAL PERIOD
8249	Licensed Vocational Nurse	30 hours (every 2 years)
8219	Licensed Vocation Nurse, DMH & DDS	30 hours (every 2 years)
8274	Licensed Vocational Nurse (Safety)	30 hours (every 2 years)
8257	Licensed Vocational Nurse, CF	30 hours (every 2 years)
8291	School Bus Driver	10 hours per year
8322	School Bus Driver, DMH and DDS	10 hours per year
8276	Respiratory Care Practitioner	15 hours (every 2 years)
8300	Respiratory Care Practitioner, DMH & DDS	15 hours (every 2 years)
9316	Respiratory Care Practitioner, CF	15 hours (every 2 years)
9307	Hospital Aid (Correctional Facility)	48 hours (every 2 years)
7911	Dental Assistant *	25 hours (every 2 years)
7656	Dental Assistant, DMH and DDS	25 hours (every 2 years)
7914	Dental Assistant (Safety)*	25 hours (every 2 years)

SEIU 1000 6/15/2016 3:26pm

TA 3:28p 6-15-16

9296	Dental Assistant, CF*	25 hours (every 2 years)
8128	Dental Hygienist	25 hours (every 2 years)
9298	Dental Hygienist, CF	25 hours (every 2 years)
8131	Dental Hygienist (Safety)	25 hours (every 2 years)
8432	Dental Hygienist Auditor	25 hours (every 2 years)
8387	Dental Hygienist Consultant	25 hours (every 2 years)
7928	Clinical Laboratory Technologist	24 hours (every 2 years)
9293	Clinical Laboratory Technologist, CF	24 hours (every 2 years)
9301	Clinical Laboratory Technologist (Safety)	24 hours (every 2 years)
7925	Senior Clinical Laboratory Technologist	24 hours (every 2 years)
9348	Senior Clinical Laboratory Technologist, CF	24 hours (every 2 years)
7926	Senior Clinical Laboratory Technologist (Safety)	24 hours (every 2 years)
7989	Radiologic Technologist	24 hours (every 2 years)
9315	Radiologic Technologist, CF	24 hours (every 2 years)
7992	Radiologic Technologist (Safety)	24 hours (every 2 years)
7987	Senior Radiologic Technologist (Specialist)	24 hours (every 2 years)
9350	Senior Radiologic Technologist, CF (Specialist)	24 hours (every 2 years)
7995	Senior Radiologic Technologist, (Specialist-Safety)	24 hours (every 2 years)
9820	Support Service Assistant (Interpreter)(RID Certified)	80 hours (every 4 years)
8185	Certified Nursing Assistant	48 hours (every 2 years)
8182	Certified Nursing Assistant, CF	48 hours (every 2 years)
8292	Occupational Therapy Assistant	12 hours (every 2 years)
8290	Occupational Therapy Assistant (Safety)	12 hours (every 2 years)
2169	Dietetic Technician	50 hours (every 5 years)
2175	Dietetic Technician, Safety	50 hours (every 5 years)
8272	Physical Therapy Assistant	30 hours (every 2 years)
9671	Transportation Coordinator, Special Schools	10 hours per year

SEIU 1000 TA
6/15/2016
3:26pm

TA 3rd
6-15-16

*Eligible employees must obtain and maintain their Registered Dental Assistant (RDA) Certification from the State Department of Consumer Affairs (DCA).

B. This section shall be modified during the life of this Contract to reflect changes in licensing and certification requirements when made by the

appropriate licensing authority. Any such change shall be incorporated into this Contract.

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

SEIU 1000 TA
6/15/2016
3:26pm

TA 3:26 pm
6-15-16
Pam Manwiley
Robert [illegible]
Rosemarie Speth
Mary Ann Monahan
Tuquison Tiner
Annette Kahn

Patricia J. Hayner
Janet Sess Mulenkott

Management Proposal

Bargaining Unit: 20

Date:_____

Exclusive Representative: SEIU

Article: 8 - LEAVES

Subject: 8.29.20 Special Schools Leave Bank

~~A. Bargaining Unit 20 employees that are scheduled to work a ten (10) month school year:~~

~~1. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 20 Contract Vacation Leave provision.~~

~~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 non-compensable absences during school recess periods. In addition, the Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods.~~

~~3. Sections A (1) and A (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.~~

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

SEIU 1000 TA

TA 4:15 pm

6-11-16

P. Nelson

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.30.20 Family Crisis Leave Bank, State Special Schools (Unit 20)

Effective July 1, 2002 and each fiscal year thereafter, the Department of Education (CDE) shall establish a Family Illness Leave Bank consisting of two hundred ten (210) hours of leave for use by employees in Bargaining Unit 20. Unused Family Illness Leave Bank hours shall return to the department on the last day of the fiscal year.

Use of Family Illness Leave shall be with the approval of the appointing authority and in accordance with the departmental policies (i.e. Catastrophic Leave). Requests for Family Illness Leave shall be limited to twenty-four (24) hours per application. Family Illness Leave shall be available only after the employee's leave credits have been exhausted.

The provisions of this section shall not be subject to the grievance procedure of this Memorandum of Understanding.

STATE

5-17-16 1310

TA @ 1:10pm

UNION

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

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.

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.

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

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.

TA 4:50 p
6-2-16
pam manville

Page 3 of 3 6/1/2016 5:41 PM

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

3:15pm
6/15/2016

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 20
Date _____

Proposal No: 2

The Union proposes the following new language:

8.XX.20 Department of Veterans Affairs Home Vacation Scheduling (Unit 20)

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

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

TA 10:52 pm
6-15-16
Pam Manville
Robert [illegible]
Tyquidos Fisher
Rosemarie Speth
Mary Ann Monahan
Tyquidos Fisher
Annette Kahn

 6/15/2016 12:05 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

SEIU 1000 TA

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

TA 10:33 am 6-10-16 Pam Manville

Pat Wilson
T Navarrette
Marlene Schultz

6/9/2016 1:37 PM

provision of this law.

SEIU 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 on
6-10-16

3:14pm
6/15/2016

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 2

The Union proposes the following new language:

8.XX.XX DSH Licensed Vocational Nurse (LVN) Vacation Scheduling (Unit 20)

SEIU 1000 TA
10:5 pm
6/15/2016

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

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

TA 10:51 pm
6-15-16

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.

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

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

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

EIU 1000 TA
10:51 AM
6/15/2016

6/15/16 10:51
TA

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 20

SEIU 1000 TA
10:51 PM
6/15/2016

Patricia J. Heyman

Janet Sass McDermott

TA 6/15/16
10:51

Pam Manwiller

Mary Ann Monahan

Tyquiron Fisher

Annette Kahn

Rosemarie Speth

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.

SEIU 1000 TA
6/15/2016
10:51 pm

TA 6/15/16
10:51

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

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

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

TA 6/15/16 10:51

Dan Manwiller

Robert [illegible]

Tyquiwon Fisher

Mary Ann Monahan

Annette Kahn

Rosemarie Speth

SEIU 1000 TA
6/15/2016
10:51pm

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Patricia J. Heyman

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Janet Sass [illegible]

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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

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

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

SEIU 1000 TA

9.1 Health Benefit Plans (Excludes Units 3 and 17)

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

TA 10:30 6-11-16

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

~~B. Dependent Vesting~~

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

~~1. 75% of the normal employer dependent portion of the contribution upon initial enrollment;~~

~~2. 100% of the normal employer dependent portion of the contribution upon completion of twelve (12) months of service.~~

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

~~D.~~C. Health Benefits Eligibility

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

2. Permanent Intermittent (PI) Employees

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

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

SEIU 1000 TA

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

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

TA 10:30 p
6-11-16
pam manwiller

Pat Wilson

LOCAL 1000 SEIU Stronger Together

Union Proposal

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Date _____

Proposal No: 2

The Union proposes the following language:

SEIU 1000 TA

9.2 Dental Benefit Plans (Excludes Units 3 and 17)

A. Contribution Amounts

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

TA 10^20

a. The State shall pay up to ~~$40.71~~ $37.28 6-11-16 per month for coverage of an eligible employee.

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

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

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

B. Employee Eligibility

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

C. Family Member Eligibility

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

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

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

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

SEIU 1000 TA

TA 10:30 pm
6-11-16
Pam Manwiller

T Navarrette

Pat Wilson

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Union Proposal

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Date _____

Proposal No: 2

The Union proposes the following rollover language:

SEIU 1000 TA

9.3 Vision Benefit Plans (Excludes Units 3 and 17)

A. Program Description Basic Plan

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

B. Employee Eligibility

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

C. Family Member Eligibility

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

TA 10:20pm 6-11-16

D. Enhanced Vision Plan Option

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

SEIU 1000 TA

TA 10:30 pm
6-11-16
Pam Manville

LOCAL 1000 SEIU Stronger Together

Union Proposal

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Date _____

Proposal No: 1

The Union proposes the following language:

TA 10.15.16 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 6-23-16

~~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

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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 Pain Manville

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.

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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

SEIU 6-2-2016

5/27/2016 8:46 AM

LOCAL 1000 SEIU Stronger Together

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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

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Date _____

Proposal No: 2

SEIU 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.~~

LOCAL 1000 SEIU Stronger Together

Union Proposal

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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

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.

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

Bruce Theel

Brad Wiler

Robert Vega

Vanessa

Rosa

Brooke Pierman

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

Pat Wilson

S. Miranda

+ Navarrette

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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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following rollover language:

SEIU 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 10:41am 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

Brenda Moore, Unit 1

Bruce Theel, Unit 3

Sophia Perkins BU4

Brad Wilson BU 11

Robert Vega BU14

Marc Spatten BU15

Kimberly Cavant BU17

Rionna Jones BU20

Myrl Cooke BU21

Margaret Merrill

Brooke Pierson, Staff

TA 2:30 PM 6-2-16

Dave Mainwaler

Pat Wilson

Patty Howard

S Hunter 6-2-2016

H Hunter

Marlene Schultz

Kathryn Sec

S/B

Ichonyi

S. Minor

Dist

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.

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Union Proposal

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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.

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

Brendel Mort
Bruce Thief
Sophie Pearson
Brad Wilbur
Robert Vega
Mean Fetter
Vanessa Sal
Rienna Sun
Myrel Condon

Margaret Mark

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

S.Sal
MO
S Alivander
T Navarrette
Khayree
Pat Wilson

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

Bruce Theel, unit 3

Sophia Perkins BU4

Brad Willis BU 11

Robert Vega BU 14

Marie S. Patten BU15

Kimberly Cousent BU17

Rianna Jones BU20

Myrna Carlone BU21

Brooke Pierson, Staff

Margaret Melo

TA 2:30 p 6-2-16

Pam Manwiller

Pat Wilson

S Sampo 6-2-2016

Marlene Schultz

S. Miron

S.Sol

Ichaquire Tmavarrette

Patty Edmond

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 3

TA 4pm 6-13-16

The Union proposes the following language:

9.17 State Disability Insurance (SDI)

SEIU 1000 TA

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

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.

~~6~~7. 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 pm
6-13-16

LOCAL 1000
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Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.19.20 Light/Limited Duty Assignments (Unit 20)

A @ 1:10pm
5/17/2016
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A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days:

1. In accordance with a physician's recommended instructions;
2. Where and when services are needed;
3. To the extent it does not inconvenience other employees;
4. To the extent the employee can satisfactorily perform the work; and
5. Where there is a prognosis for improvement.

STATE
5-17-16 1310

At the option of the State, the assignment may be extended beyond sixty (60) days.

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 SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in article 6 of this Contract.

TA @ 1:10pm
5/17/2016

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5-17-16 1310

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.20.20 Continuation of Flexible Benefits Election (Unit 20)

When an employee who is enrolled in the State's Flexible Benefits Program (FlexElect) for eligible non-represented employees changes employment status to that of a represented employee in the bargaining unit, the employee will maintain their flexible benefit elections through the duration of the FlexElect plan year in lieu of the corresponding benefits provided by this Contract. At the conclusion of the FlexElect, the employee shall receive only those benefits contained in this Contract.

TA @ 1:10pm 5/17/2016

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LOCAL 1000 SEIU Stronger Together

Union Proposal

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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

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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 6-8-16 2:30pm

Pam Manville

LOCAL 1000
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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)

TA SEIU 1000

TA 6.2.16 2:30pm
Pam Manwiller

5/27/2016 8:56 AM

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.

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TA 6-2-16 2:30 pm

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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.

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TA 6-2-16 2:30 pm

Pam Hanwiller

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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.

TA SEIU 1000

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

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.5.20 Safety Orientation (Unit 20)

The State shall endeavor to provide Unit 20 employees in twenty-four (24) hour facilities orientation which includes: safety policies, procedures, CPR and the use of safety devices within two (2) months of hire and will provide this orientation no later than five (5) months from date of hire.

TA @ 1:10pm
5/17/2016

UNION

STATE
5-17-16 1310

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA @ 4:50pm 2/2/2016

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 4:50p 6-2-16 Pam Manwiler

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.7 Protective Clothing (Excludes Unit 17 and Unit 21)

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

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

TA SEIU 1000

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:

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

TA SEIU 1000

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

A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.

B. The State shall provide training in the use of safety equipment required in the performance of the job.

C. Employees may request additional safety equipment if they feel it may add to their overall safety.

D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

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

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Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

TA @4:50pm 6/2/2016

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

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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

SEIU 4:50pm
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6/2/2016

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

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

TA 4:50p 6-2-16

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

1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;

2. The employee is required to use/handle the substance; or

3. It is necessary to update or otherwise train an employee in its use.

6/1/2016 2:45 PM

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Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.11.20 Hazardous Materials (Unit 20)

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

B. An employee will receive training in the use of hazardous substances where the following conditions exists:

1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;

2. The employee is required to use/handle the substance; or

3. It is necessary to update or otherwise train an employee in its use.

TA @ 1:10pm
5/17/2016
UNION

STATE
5-17-16 1310

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. Mohr, Unit 1
Bruce Theel, Unit 3
Sophia Peeler BU4
Brad Willer BU 11
Robert Vega BU14
Mary Patterson BU15
Kimberly Cavant BU17
Rosina Gorbe BU20
Miguel Cerda BU21
Kristen Pierman, Staff
Marsh Meldal

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

D. Wilson

Kharyne
Twanarrette

S.Sac

5/13/2016 2:24 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.

B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from their work areas during their normal work hours.

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

TA 6-2-16

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Union Proposal

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Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

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

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

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

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

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JA 6/16/16 9:30p

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Union Proposal

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Date _____

Proposal No: 1

The Union proposes the following rollover language:

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4:50pm
6/2/16

10.18 Referral of Assault/Battery (Excludes Units 1, 3, 11, 14, 17 and 21)

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

B. The State shall report all cases involving a toll patron assault and/or battery, as defined by existing laws, on a toll collector to the appropriate policy agency.

TA 4:50p
6-2-16

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Stronger Together

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Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.19 Assaultive Behavior (Excludes Units 3 and 17)

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

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

TA 4:50pm
6-2-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.20.20 Assaultive Response Training (Unit 20)

The State will review the availability of assaultive response training and will endeavor to provide assaultive response training to Unit 20 employees.

The Departments of State Hospitals, Developmental Services, Veterans Affairs, and Education shall provide Management of Assaultive Behavior training where required by the State. Management of assaultive behavior is in-service training in a series of techniques and procedures primarily designed to protect hospital residents, clients, and students from the affect of their own impulsive behavior.

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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.

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TA 6-2-16

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

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Union Proposal

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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

TA SEIU 1000

TA 6-2-16

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

Brenda J Modlin
Bruce Theil
Sophie Peter
Brad Willis
Robert Vega
Marie Pitts
K Cawant
Donna Jones
BU20
Michael Conforme BU21
Brooke Pierman
Marge Meadows

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

Q. Wilson
Kharque
S. Sah
P J Amend
Travarrette

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

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Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.25.20 Infectious Disease Control (Unit 20)

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

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

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

D. Infectious Disease Control Training shall

include, but not be limited to, blood borne and airborne diseases.

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

TA @ 1:10pm
5/17/2016

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5-17-16 1310

UNION

LOCAL 1000 SEIU Stronger Together

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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.

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TA 6-2-16 2:30pm

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Union Proposal

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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.

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).

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Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.28 Pest Control

TA SEIU 1000

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 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

TA 6-2-16 2:32pm
Pam Manwiller

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.

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TA 6-2-16 2:30 PM

5/27/2016 9:02 AM

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 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.32.20 Information Regarding Medical Condition (Unit 20)

Upon request the State will provide any employee in Unit 20 working with any inmate, ward, client, resident, patient or student, available pertinent medical information needed to properly care for these persons. Provision for the release of such information shall be consistent with applicable laws and rules pertaining to confidentiality.

TA @ 1:10pm 5/17/2016

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STATE 5-17-16 1310

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.38.20 Rest Areas (Unit 20)

A. Unit 20 employees shall be permitted to use unrestricted non-work areas for breaks if it does not involve an additional departmental cost; it does not interfere with departmental business needs or it does not negatively impact on patient, ward, student, client or resident health and safety.

B. The department will endeavor to retain all existing break rooms or rest areas unless the space becomes necessary for the conduct of State business. Where rest areas or break rooms are unavailable, Unit 20 employees may identify and request specific alternate locations, which allow them to be removed from their daily routine.

C. At the Veterans Home and CDE's Special Schools, the departments will not schedule student or member activities in designated employee break rooms.

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TA @ 1:10pm 5/17/2016

UNION

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 2

The Union proposes the following new language:

6/12/2014
SEIU 1000
JA 10:15 pm

XX.XX.20 Temperature Controls (Unit 20)

A. The State and Union acknowledge the vital importance of maintaining proper temperatures in the worksites that minimize physical discomfort and promote health and safety.

B. The State will endeavor to maintain ambient interior temperature within State owned and leased properties pursuant to applicable State Guidelines, including but not limited to levels articulated in the State Administrative Manual (SAM) and levels in Cal-OSHA policies.

10:30 pm
-12-16

C. The State is committed to making every effort to adhere to the State guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above or

beyond the guidelines the State shall make every effort to correct his deficiency in a timely manner.

D. In the event that the temperature continues to be out of compliance the State Guidelines for an extended period of time, the State reserves the right to make the decision whether work continues or if non-essential employees will be released from the worksite. If non-essential employees are released from the worksite by management, they will be release without loss of compensation.

SEIU 1000 TA 10:15pm 6/12/2016

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Annette Kahn

Patricia J Heyman

Mary Ann Monahan

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 3

The Union proposes the following language:

11.XX.20 Special Salary Adjustments (Unit 20)

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. Licensed Vocational Nurse Classification Series
   a. Licensed Vocational Nurse (8249) – eleven and a quarter percent (11.25%);
   b. Licensed Vocational Nurse, (Safety) (8274) – eleven and a quarter percent (11.25%);
   c. Licensed Vocational Nurse, Correctional Facility (8257) – eleven and a quarter percent (11.25%); and
   d. Licensed Vocational Nurse, Department of Mental Health and Developmental Services (8286) – eleven and a quarter percent (11.25%).

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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

T#245a 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 2:45 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 245a
12-3-16

SEIU LOCAL 1000

Management Proposal (Rollover)

Bargaining Unit: 20 **Date:**

Exclusive Representative: SEIU, Local 1000

Article: 11 Salaries

Subject: 11.2 State Special Schools Recruitment and Retention Differentials

Employees of the State Special Schools in the listed classifications shall continue to receive a recruitment and retention differential of two hundred dollars ($200) per month. This differential shall be paid for the ten (10) month school year only and shall be considered compensation for retirement.

8244	Teaching Assistant, School for the Blind
8246	Teaching Assistant, School for the Deaf
9712	Night Aid, School for the Blind
9663	Night Aid, School for the Deaf
9713	Counselor, School for the Blind
9664	Counselor, School for the Deaf
9671	Transportation Coordinator, Special Schools
8291	Support Bus Driver
9820	Support Services Assistant (Interpreter)

Counselors, Orientation Center for the Blind, (Albany) shall also receive this differential. This differential shall be considered compensation for retirement purposes. The differential shall be paid pro rata for less than full- time employees.

12/11/2016
SEIU LOCAL 1000 UNIT 20

TA 12-3-16
Pam Manwiler

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.3 Salary Definitions (Excludes Unit 17)

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

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

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

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

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

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

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

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

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

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

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

TA 4:50pm
6-2-16

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

Pat Wilson

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.

TA 7:46 pm
6-23-16

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.5.20 Release of Paychecks (Unit 20)

The department shall make arrangements so that employees may pick up their paychecks during their assigned work shift on the authorized pay day. TA 7:46PM 6-23-16

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

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

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

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

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

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

SEIU1000 TA

TA 6/16/16 9:21p

6/16/2016 7:08 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 3

The Union proposes the following language:

TC 1629 13 Jun 16

SEIU 1000 TA

11.9 Bilingual Differential Pay (Excludes Units 17 and 21)

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

A. Definition of Bilingual Position for Bilingual Differential Pay:

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

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

Pat Wilson 6/13/2016 3:07 PM

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 pay period would receive a maximum of one hundred dollars ($100) per pay period including holidays.

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

3. A fractional-month employee meeting the

Pat Wilson
6/13/2016 3:07 PM

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.

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 CalHR will receive the bilingual differential pay on a regular basis.

D. Bilingual differential payments will become earnings and subject to contributions to the CalPERS, OASDI (Social Security), levies, garnishments, Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the 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 may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.

G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their

Pat Wilson
6/13/2016 3:07 PM

State service appointment while on bilingual status.

H. WWG 2 employees will receive bilingual salary compensation for overtime hours worked.

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

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

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

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

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

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

Pat Wilson
6/13/2016 3:07 PM

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

SEIV 1000 TA

Bruce Theel

Brad Willis

Robert Pegg

Marg Patton

Rhonda Jones

Brooke Pierce

Margie Mendez

TA 4:29 p
6-13-16
Pam Manville

Maryann Monahan

Stephanie Port

Khaynie

S. Sotak

T Navarrette

Pat Wilson

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.

TA @ 1:50pm

4:30pm TA 6-2-16

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.

TA 4:50pm 6-2-16

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.

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.

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 _____

TA 1658
11 Jun 16

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.

TA 4:58p 6-11-16 Pam Manville

~~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.~~

S.S.L.
S. Mannel
Marlene Schultz
Pat Wilson
Nathan
Annette Kang
Sue Plath

~~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.

TA
11 Jun 16
YRWALKER

TA 4:58 P
6-11-16
Pam Manwiler

S. Sakk
S. Olivanda
Marlene Schultz
Pat Wilson
Nathaniel
Annette Kahn

Management Proposal

Bargaining Unit: 20 Date:

Exclusive Representative: SEIU

Article: 11 – Salaries

Subject: 11.15.20 State Special Schools Ten-Month Compensation Agreement

~~The Special Schools in the CDE shall use the following work schedules policy for permanent full-time Bargaining Unit 20 employees that are scheduled to work a ten (10) month school year.~~

TA 4:15 p- 6-11-16

~~A. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by SPB rule 9) to permanent full-time Special Schools employees except when budgetary or program consideration preclude it. Budgetary and program considerations are those which are mandated by the Legislature, Governor, or Superintendent of Public Instruction. This means that these employees may be scheduled either for work, CTO, holiday credits, or paid or unpaid leave; 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. The Special Schools may provide an annual compensation greater than one thousand seven hundred thirty-four (1,734) hours, 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 any combination of work, training, vacation, CTO or unpaid leave (including dock). Priority considerations 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 Schools program.~~

Janet Manville

Annette Kahn

Marlene Schultz

Stacy Miller

P. Wilson

~~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 Contract vacation leave provision.~~

SEIU 1000 TA

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 non-compensable absences during school recess periods. In addition, the Special Schools may allow employees to utilize these vacation leave credits during scheduled work periods. However, the minimum annual compensation one thousand seven hundred thirty-four hours (1,734) shall be reduced by the time utilized.~~

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.~~

TA 4-15-R
6-11-16
Pam Manville
S. Schl
Annett Kahn
Marlene Schultz
Stacy Wilson
P. Wilson

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 shall only occur during recesses.~~

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

E. ~~During school recess periods, the Special Schools may schedule work, training, paid leave (e.g. CTO or vacation) or place employees on unpaid leave (including dock). During recesses it is the intent of the Department that all employees covered by this Agreement 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. ~~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. ~~The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation or CTO in July and a minimum two (2) days of work, training,~~

SEIU 1000 TA
Rionna Jones

~~vacation or CTO in August.~~

~~H. If an overtime opportunity is offered to and declined by an employee, only the amount of the overtime hours offered shall be charged towards the employee's one thousand seven hundred thirty-four (1,734) hours. The premium that might have been earned shall not be charged towards the one thousand seven hundred thirty-four (1,734) hours.~~

~~I. 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 be cashed out to the employee.~~

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

SEIU 1000 TA

TA 4 15 pm
6-1-16
Pam Manwiller

Annette Kahn

Marlene Schultz

Stacy Wilson

Pat Wilson

Management Proposal (Rollover)

Bargaining Unit: 20 **Date:**

Exclusive Representative: SEIU, Local 1000

Article: 11 Salaries

Subject: 11.16 Alternate Range (AR) 40

A. The State will continue to provide AR 40 compensation to classes currently eligible using the following criteria:

B. Range B. This Range shall apply to incumbents in positions approved by the CalHR staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards or resident workers who substantially replace civil service employees for a total of at least one hundred seventy-three (173) allocated hours of inmates, wards, or resident workers time per pay period.

C. Other classes may be added during the term of this Contract only upon concurrence of the State.

LOCAL 1000 SEIU Stronger Together

Union Proposal
Master Table

Date: _____

Proposal No: 1

The Union proposes the following rollover language:

11.17 Recruitment and Retention Differentials (Excludes Unit 17)

A. Upon approval by the CalHR, a department may provide a monthly recruitment and retention differential to employees.

B. This differential may be authorized for specific classifications in specific geographic locations or facilities.

C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to the CalHR.

D. Less than full-time permanent employees and PI employees may receive a recruitment and retention differential on a pro rata basis.

E. The amount and location of such differentials is neither grievable nor arbitrable.

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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.19.20 Recruitment and Retention (Unit 20)

A. Upon approval by the CalHR, departments may provide Unit 20 employees a recruitment and retention differential for specific position, classifications, facilities or geographic locations.

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

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

D. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

E. The department may withdraw any recruitment and retention differential for specific positions, classifications, facilities or

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TA@ 1:00pm 5/17/2016

UNION

geographic locations for new hires with a thirty (30) day notice to SEIU Local 1000.

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

TA @ 1:10pm
5/17/2016

UNION

STATE
5-17-16 1310

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the deletion of the following language:

~~11.20.20 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons (Unit 20)~~

~~A. With the exception of classifications that have received a salary increase under the Receiver's authority, employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of two thousand four hundred dollars ($2,400), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.~~

SEIU 1000 TA

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

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

TA 12-3-16 Pam Manwill

~~share for those months served.~~

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

SEIU 1000 TA

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

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

~~G. Employees on IDL shall continue to receive this stipend.~~

~~H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve~~

TA 12-3-16 Pam Manzilla

~~(12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months' maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of two thousand four hundred dollars ($2,400).~~

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

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Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

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

SEIU 1000 TA

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

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

TA 7:46 pm 6-23-16

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Pat Wilson

Marlene Schultz

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Stacy Miranda

Stephanie Fort

5/9/2016 5:32 PM

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

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

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

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

G. Employees on IDL shall continue to receive this stipend.

H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months' maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of two thousand ~~four~~six hundred dollars ($~~2,400~~2,600).

SEIU 1000 TA

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

TA 7:46pm 6-23-16

5:40 am

Management Counter Proposal

Bargaining Unit: 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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.60.20 LVN Recruitment and Retention (Unit 20)

A. Unit 20 LVNs not currently receiving a recruitment and retention differential, with exception of those Licensed Vocational Nurses who are affected by the Plata Equity Agreement reached with SEIU Local 1000, December 20, 2007 and those LVN classifications who are under the receiver's authority shall receive a recruitment and retention bonus of at least two hundred dollars ($200) per month payable thirty (30) days following the ratification of this agreement.

B. Part-time and intermittent employees shall receive a pro rata share of the recruitment and retention differential based on the total number of hours worked excluding overtime.

C. This differential shall be considered compensation for retirement purposes for employees identified in A above.

TA @ 1:10pm 5/17/2016

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

TA @ 1:10pm
5/17/2016

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LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 2

The Union proposes the following rollover language:

3:07 pm
SEIU 1000 TA
6/15/2016

11.61.20 Split Shift Differential (Unit 20)

Department of Education Unit 20 employees who regularly work split shifts shall receive a split shift pay differential maximum of seventy dollars ($70) per pay period.

A. A "regularly scheduled split shift" are those regularly assigned work hours established by the Department of Education.

B. Employees shall be eligible to receive the split shift pay differential for each pay period they have worked the split shift for more than five (5) days.

During the summer recess (i.e., after the schools have closed and employees are sent home), sick leave, vacation, CTO, and holidays shall not be considered as time worked for the purposes of receiving the split shift differential.

TA 3:07 pm
6-15-16

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4:06 pm

Union Proposal
Bargaining Unit 20
Date May 3, 2016

Proposal No: 1

The Union proposes the following language change:

11.62.20 Dental Assistant Registration Differential (Unit 20)

SEIU 1000 TA 6/12/2016 0:13pm

TA 1013p 6-12-16

~~The parties acknowledge there has been a dispute over the application of this provision to the Perez/Perez Equity Agreements reached in 2007. The parties agree to submit this dispute to arbitration and will abide by that decision as it applies to this language.~~

A. All Dental Assistants classifications, <u>except CDCR Dental Assistant classifications</u>, who have obtained their Registered Dental Assistant (RDA) certification from the State Department of Consumer Affairs (DCA) shall receive an additional one hundred dollars ($100) per month upon submitting a copy of the certification to the department head or designee.

B. All Dental Assistants classifications, <u>except CDCR Dental Assistant classifications</u>, who have obtained Coronal Polishing Certification from the <u>Department of Consumer Affairs</u> shall receive an additional

twenty-five dollars ($25) per month upon submitting a copy of the certification to the department head or designee.

C. All CDCR Dental Assistant classifications who have obtained Coronal Polishing Certification from the Department of Consumer Affairs and who have submitted a copy of their certification to the department head or designee shall receive an additional twenty-five dollars ($25) for any month they are directed by a licensed dentist to perform coronal polishing on a patient.

~~C~~D. All Dental Assistants classifications, except CDCR Dental Assistant classifications, who have obtained Ultra Sonic Scaling Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars ($25) per month upon submitting a copy of the certification to the department head or designee.

E. All CDCR Dental Assistant classifications who have obtained Ultrasonic Scaling certification from the Department of Consumer Affairs and who have submitted a copy of the certification to the department head or designee shall receive an additional twenty-five dollars ($25) for any month they are directed by a licensed dentist to perform ultrasonic scaling on a patient.

~~E~~D. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

SEIU 1000 TA
6/12/2016
10:13pm

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6-12-16

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Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.63.20 Certified Nursing Assistant/EMT Pay Differential (Unit 20)

Upon CalHR approval, Certified Nursing Assistants with emergency medical technician (EMT) certification shall receive a pay differential of one hundred fifty dollars ($150) per month.

TA @ 1:10pm
5/17/2016

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5-17-16 1310

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Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.67.20 Alternate Range Criteria Counselor at State Special Schools (Unit 20)

The CDE will publish annually to the Counselors at the State Special Schools the alternate range criteria.

The department will meet and confer with the Union when the department wants to change the criteria.

TA @ 1:10pm
5/17/2016

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STATE
5-17-16 1310

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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

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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

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Trip begins at or before 11 a.m. Lunch may be claimed

Trip begins at or before 5 p.m. Dinner may be claimed

b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 a.m. Breakfast may be claimed

Trip ends at or after 2 p.m. Lunch may be claimed

Trip ends at or after 7 p.m. Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24)-hour period.

c. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the

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SEIU LOCAL 1000 TA

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.

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B. Lodging: All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

~~1. Regular State Business Travel~~

~~a.~~ 1. Statewide, in all locations not listed in c. below, for receipted lodging while on travel status to conduct State business: With a lodging receipt: Actual lodging up

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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~~

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~~conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging up to $110 plus applicable taxes.~~

~~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

12-2-16

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.

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2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to $12 for actual meals and incidentals and $12 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either $12 for actual meals or $12 for receipted lodging for travel less than twelve (12) hours at the long-term location.

3. Employees, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change ~~Department of Human Resources~~ CalHR policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies ~~Department of Human Resources~~ CalHR policy

11:45 pm
12-2-16

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

SEIU Local 1000 TA

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

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

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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

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.

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LOCAL 1000
SEIU
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Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.2 Moving and Relocation Expenses

Whenever an employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in section 12.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

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LOCAL 1000 SEIU Stronger Together

Union Proposal
Master Table

Date: _____

Proposal No: 2

The Union proposes the following rollover language:

SEIU 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

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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 pm

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.

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 4:27 pm
6-13-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6-16-16

443 am 6/16/16
SEIU 1000 TA

Proposal No: 2

The Union proposes the following:

12.8 Overtime Meal Benefits and Allowances - CDCR (Excludes Units 17 and 21)

TA 6/16/16 4:43am

A. Overtime meal allowances will be granted when an employee is required to work at least two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance when required to work two (2) hours contiguous to such a work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. If the cafeteria is closed then reimbursements shall be made pursuant to D (2) below.

B. Employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.

SEIU 1000 TA

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

D. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement. The employee may use the meal ticket as provided in 1 and 2 below:

1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a ninety (90) day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2 below;

2. Employees requesting reimbursement under this option will receive ~~six~~eight dollars ($6~~8~~), regardless of the value assigned to the meal ticket by local management;

TA 6/16/16 4:43am

3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the ~~six~~eight dollars ($~~6~~8) reimbursement for overtime meal allowances earned.

E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this article if there is no on-site employee facility which serves hot meals.

TA 6/16/16
4:43am

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 2

The Union proposes the following language change:

12.9.20 Overtime Meal Allowance (Unit 20)

A. ~~Up to~~ Eight dollars($8) ~~may~~ will be reimbursed for an overtime meal. An overtime meal allowance of ~~up to~~ eight dollars ($8) will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance of ~~up to~~ eight dollars ($8) when required to work two (2) hours contiguous to such a work shift.

B. Except for Unit 20, no overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

10:44pm

TA 6-16-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.10 Damaged or Destroyed Personal Property (Excludes Unit 17)

In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.

6/1/2016 7:00 PM

Management Proposal (Rollover)

Bargaining Unit: 20 **Date:**

Exclusive Representative: SEIU, Local 1000

Article: 12 Allowances and Reimbursements

Subject: 12.11 Uniform Replacement Allowance

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed four hundred fifty dollars ($450) per year. Claims for such reimbursement shall be paid in full to the employee within ninety (90) days of the submission of the receipt.

1. Uniform means outer garments, including shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.

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.

12/11/2016
SEIU Local 1000
Unit 20

TA 12-3-16

Management Proposal (Rollover)

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.

12/11/2014
SEIU LOCAL 1000
UNIT 20

TA 12-3-16
Pam Manwiler

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.13 Tools, Business Equipment, Materials and Supplies (Excludes Units 17 and 21)

A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.

B. Employees issued State provided items shall be held responsible for loss of and/or damage due to negligence.

TA SEIU 1000

Brenda J Mock, Unit 1
Bruce Theel, Unit 3
Sophia Peckham BU 4
Brad Willis BU 11
Robert Vega BU 14
Mary Watkins BU 15
Pamela Jones BU 20
Brooke Pumpa, Staff
Margie Meeks

TA 2:30 p
6-2-16
Pam Manville
Pat Wilson
Patty Howard
S. Miranda
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H Hanson
Marlene Schultz
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SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.14 Professional Dues (Excludes Units 17 and 21)

In recognition of the professional nature of employees, each department, commission, board, or agency may reimburse an employee for up to $50 per year for membership dues in job related professional societies or associations of the employee's choice, or for a job related professional license fee. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

TA SEIU 1000

Brenda J. Moll, Unit 1
Bruce Theel, Unit 3
Sophie J Peck BU 4
Brad Willis BU 11
Robert Vega BU 14
Mary Pollen BU 15
Rosina Jones BU 20
Brooke Pierman, staff
Mary Cordell

TA 2:30 p
6-2-16
Dan Manwiller
Pat Wilson
Patty Hamant
S. Mims
S. Semeo 6-2-2016
H Hunter
Marlene Schultz
K Vanson
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K Hayes
F Navarrette
S Pott

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LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.15 Reimbursement of Fees (Excludes Units 17)

The State agrees to pay the full renewal cost of professional and/or technical licenses, certificates, or credentials which are required as a condition of employment.

TA 4:50 pm 6-2-16 pam manwiller

TA 4:50 pm 12/2016

Bruce Thief

Robert Vega

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Brooke Pierman

Marlene Schultz

6/1/2016 8:12 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.18.20 License or Certificate Renewal Fees (Unit 20)

The State agrees to reimburse all permanent full-time employees who are required by law to maintain a license or certificate, and utilize such license or certificate in the course of their job duties while employed by the State of California, for the actual cost of license or certificate renewal fees in effect on July 2 of the current fiscal year. Permanent part-time and permanent intermittent (PI) employees shall be reimbursed for fifty percent (50%) of the cost of such fees.

TA @ 1:10pm 5/17/2016

UNION

STATE 5-17-16 1310

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.22.20 State Special Schools Field Trip Expenses (Unit 20)

The Department of Education shall reimburse employees, who are authorized to accompany students on field trips, for work related expenses. If an employee requests at least ten (10) working days in advance or upon notification, if less than ten (10) days of the field trip, the State shall provide a cash advance to cover the expected cost of expenses incurred for those special events. The employee shall be responsible to submit his/her work-related expenses for verification in a timely manner.

TA @ 1:10pm 5/17/2016

UNION

STATE 5-17-16 1310

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 20
Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.23.20 Laboratory Services and Deliveries (Unit 20)

Where the State requires a Unit 20 employee to pick up and/or deliver material further than a reasonable walking distance from the labs to which they are assigned, the State will: (1) provide a mode of transportation; or (2) provide mileage reimbursement in accordance with Business and Travel Expenses of the Contract.

TA @ 1:10pm
5/17/2016

UNION

STATE
5-17-16 1310

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

Mark Patterson BU15

Kimberly Cavart BU17

Ronna Jones BU20

Myrtle Carlson BU21

Brooke Pierman, Staff

Margot Meldal

TA 2:30 pm
6-2-16
Paul Nanwilen

Pat Wilson

Patty Hamart

S Nivin

S Schmidt 6-2-2016

H Hamm

Marlene Schultz Dairies

K Van Sick

S Sal

K Wayne

T Navarrette

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Page 1 of 1

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LOCAL 1000
SEIU
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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 2:30pm 6-2-16

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:

TA SEIU 1000

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 6-2-16 2:30pm Pam Manwiller

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 Manwiler

apply to formal adverse actions except as defined in applicable Government Code sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.

H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

TA SEIU 1000

TA 6-2-16 Pam Manwiller

10:41am

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SEIU
Stronger Together

Union Proposal

Master Table

Date 6-2-16

TA @ 4:50pm 6/2/2016

Proposal No: 1

The Union proposes the following rollover language:

13.2 Personal Performance Session (Excludes Unit 17)

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

Brendy Moore
Bruce Theel
Sophie Peter
Brad Wall
Robert Vega
Mar [illegible]
Rosina [illegible]
Myrl Cadon
Brooke Pierman
Margaret [illegible]

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Dam Manville
Marlene Schultz
Pat Wilson
S. Sark
Tiffany Navarrette
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S. Nivander

6/1/2016 7:02 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.3 Joint Apprenticeship Committee (Excludes Units 17 and 21)

TA SEIU 1000

A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in bargaining units where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley -Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.) and pursuant to the following provisions:

1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.

2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.

TA 6-2-16 2:30 pm

3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards.

4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.

5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during committee meetings.

B. The State agrees to continue existing apprenticeship programs.

C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for bargaining unit occupations. The Union and the State agree to meet and confer on this matter at the

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

request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this section.

D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the DIR, Division of Apprenticeship Standards, to attend any exploratory meeting.

TA SEIU 1000

2:30p

TA 6-2-16

10:41am

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 6-2-16

Proposal No: 1

The Union proposes the following rollover language:

13.6 Performance Appraisal of Permanent Employees (Excludes Units 3, 17 and 21)

A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

SEIU 1000 4:50pm 6/2/16

4:50p TA 6-2-16

6/1/2016 7:03 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.12.20 Employment Opportunities (Unit 20)

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

TA @ 1:10pm
5/17/2016

UNION

STATE
5-17-16 1310

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.18.20 Professional Practice Groups (PPG) (Unit 20)

@1:10pm 5/17/2016

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

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

2. Function as a central group to assist in:

   a. maintaining competence in LOC nursing practices;

   b. increasing the scope of practice of LOC nursing staff by exposure to new skills, trends, and developments of practice within the provisions; and,

   c. recognizing and accepting responsibility for recommending

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Annette Kahn Supervisor Farmer

improvements to LOC nursing practice;

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

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

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

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

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

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

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

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

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

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

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

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.30.20 Orientation (Unit 20)

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

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

TA @ 1:10pm
5/17/2016

UNION

STATE
5-17-16 1310

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 20
Date 6/12/2016, 4:28pm

Proposal No: 1

The Union proposes the following language change:

13.31.20 20/20 Programs (Unit 20)

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

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

SEIU TA 1000
@8:21pm
6/12/2016

TA 8:21 p
6-12-16

SEIU Local 1000

Bargaining Unit 20 – 20/20 Program Application

Section C: Approval or Denial

Your application is **APPROVED.**

Supervisor/Manager | Facility | Date

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

Supervisor/Manager | Facility | Date

SEIU 1000 TA
6/12/2016
8:21 pm

TA 6-12-16 8:21 pm
State

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

SEIU Local 1000

Bargaining Unit 20 – 20/20 Program Application

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

Section A: Employee Request

Name (Print) _____ Request Date: _____

Current Position: _____ Seniority Score: _____ Department: _____

Primary phone #: _____ Email Address: _____

Course Schedule:

_____

_____

_____

School: _____

Dates of Attendance: _____ Total Hours per Week: _____

What specific knowledge or skill will you learn?

_____

_____

_____

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

_____

_____

_____

Section B: Suggested Attachments

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

- Individual Development Plan
- Summary of desired Degree/Certification/Education
- Detailed Course descriptions and schedule
- Summary of pertinent work experience
- Any other documents believe would be beneficial for acceptance into 20/20 program

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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.32.20 Education and Training Opportunities (Unit 20)

A. Departments shall make available information on education opportunities and training to Unit 20 employees upon request. The departments shall continue existing practices of disseminating education and training information.

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

TAC 1:10pm 5/17/2016

UNION

STATE 5-17-16 1310

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.33.20 Mandatory Training (Unit 20)

1:10pm 5/17/2016

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

STATE 5-17-16 1310

1. Tuition and/or registration fees;
2. Cost of course-required books;
3. Transportation or mileage expenses;
4. Toll and parking fees;
5. Lodging and subsistence expenses.

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

C. Unit 20 employees who are directed to attend a training course required by the department shall be granted reasonable time off without loss of compensation for courses that are scheduled during their normal working hours.

TA @ 1:10pm
5/17/2016

UNION

STATE
5-17-16 : 1310

Tyquion Fisher

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.34.20 Non-Mandatory Training (Unit 20)

A @ 1:10pm 5/17/2016

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

STATE 5-17-16 1310

B. It is the State's intent that this section shall be administered in a non-discriminatory and equitable manner. Allegations of favoritism

or inequitable treatment shall be grievable up to the California Department of Human Resources.

TA@1:10pm
5/17/2014

STATE
5-17-16 1310

UNION

2" pm

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date 4-27-16

Proposal No: 1

The Union proposes the following language:

SEIU 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
S. Olivarrieta
T Navarrette
PJ Amant

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

1/2

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:

TA 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.

   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.

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.

TA 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.

TA 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 ~~a~~Article 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.

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

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.

TA 4:50pm
6-2-16

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.

TASEIU1000
4:50pm
6/2/16

Bruce Thief
Bridalle
Robert Vega
Mary Stitt
Vanessa
Rianna
Myrell Cardon
Brooke Pierman
Margaret Nuds

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

Dietrich MS
S. Khayri
Pat Wilson
Khayri
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.

TA SEIU 1000

TA 6-2-16 2:30p

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

14.4 Duty Statements, Post Orders, and Work Instructions (Excludes Units 17, and 21)

SEIU1000
4:50pm
6/2/16

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

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

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

D. Upon request, a Union representative for the affected bargaining unit will be provided access to existing duty statements, post

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

E. The parties recognize that post orders in CDCR-Adult, and work instructions in CDCR-DJJ are not grievable or arbitrable, unless the post order or work instruction violates another section of this contract.

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

TA SEIU1000
4:50pm
6/2/16

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

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

6/1/2016 7:06 PM

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.

SEIU 1000

2:30pm

TA 6-2-16

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)

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

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 4:50p
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

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 SEIU 1000

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
Pam Manville

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;

TA 6-2-16 2:30 pm
Pam Manwiller
5.50

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

TA 6-2-16 2:30p

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.

SEIU 1000

J. Mod, Unit 1
Theel, Unit 3
Peter BU4
Willis BU11
Vega BU14
BU15
Cavanl BU17
BU20
Cole BU21
Pierman, Staff

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).

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

5/14/2016 5:48 PM

8:35pm
6/12/2016

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

14.21.20 Classification Studies (Unit 20)

SEIU 1000 TA
6/12/2016
10:20pm

TA 10:20pm
6-12-16

A. The State and Unit 20 agree to establish a Joint Labor/Management Advisory Classification Committee to review and make recommendations on updating existing classification specifications which do not reflect the current duties.

B. The Union will propose up to four (4) classifications for review by the Committee in a fiscal year. Each proposed classification revision may be submitted to CalHR for review and update and further consideration by SPB after the conclusion of action by the Committee.

C. The Committee will consist of up to four (4) Union representatives and up to four (4) State representatives. The composition of the Committee may vary depending on the classification being discussed, however; in no case shall the membership of the committee exceed four (4) Union and four (4) State representatives. Union representatives will serve

on the Committee with no loss of compensation or benefits.

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

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

SEIU 1000 TA
6/12/2016
10:20pm

Janet Bass McDermott

TA 10:20p
6-12-16
Pam Manville
Annette Kahn
Lyquion Fisher
Kevin Cd
Mary Ann Monahan

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA 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.

TA 2:30 p 6-2-16

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.

TA SEIU 1000

Brendy Moller, Unit #1
Bruce Theel, Unit 3
Joshua J Peck BU4
Brad Wilson BU11
Robert Pega BU14
Mae Patterson BU15
Kimberly Cavant BU17
Donna Jones BU20
Miguel Carlos BU21
Bradley Pierson, Staff
Margaret Mahl

TA 2:30 pm
6-2-16
Pam Manwiller
Pat Wilson
[illegible]
[illegible]
S Sumo 6-2-2016
H Hanson
Marlene Schultz
[illegible] Salivan
S Sa
Kheagin
[illegible]
[illegible]
T Navarrette
Patty J Amant

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

15.3 Hardship Transfer

SEIU1000
4:50pm
6/2/16

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.

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

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

Marlene Schultz
Pat Wilson

T Navarrette

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

@1:10pm 5/17/2016

15.4.20 Employee Opportunity Transfer (Unit 20)

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

STATE 5-17-16 1310

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:

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.

TA @ 1:10pm 5/17/2016

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.

5-17-16 1310 STATE

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

TA 2nd P 6-2-16

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.

SEIU 1000

PA 2:30 P 6-2-16

Pat Wilson

Patty Amant

6-2-2016

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 2:30 p
6-2-16
Pam Manwiller
Patty Hmart

6-2-2016

Marlene Schultz

T Navarrette

5/27/2016 9:07 AM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

SEIU 1000
4:50pm
6/2/16

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 4:00 p
6-2-16
Pam Manwiller

Marlene Schultz

SSA

T Navarrette

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.

SEIU 1000

6-2-16

5/27/2016 9:07 AM

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

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6/16/16
9:41 PM

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

17.1 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 6/16/16 9:42 pm

6/12/2016 9:04 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

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6/12/2016 9:04 PM

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.

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.

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

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.

TA 6/16/16 9:43PM

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

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.

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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

TA 6/16/16 9:43pm

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

Pat Wilson

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Withdrawn 6-17-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.7 Enhanced Industrial Disability

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

SEIU 1000 TA

9:44pm

TA 6-16-16

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Pat Wilson

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6/12/2016 9:59 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

SEIU 1000 TA

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.

9:47pm TA 6-16-16

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

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

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

TA 6-16-16

Pam Manwill

Pat Wilson

Marlene Schultz

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 ~~on~~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

retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

5. Non-arbitrability

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

TA 6-16-16 9:46pm

Pam Manwiler

TW

Pat Wilson

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.

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SEIU 1000 TA

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.

TA 6/6/2016 10:20P

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 p 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

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:

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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 ~~a~~Article 8.1, Vacation/Annual Leave.

~~3.~~4. Annual Leave – A PI employee will be eligible for annual leave credit with pay, on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a PI employee will be eligible for annual leave credit with pay in accordance with the schedule in section 8.1(C), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a

TA 8:10 PM 6-23-16

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)

TA 8:10 pm 6-23-16

apply.

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

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

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

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

TA 8:10pm 6-23-16

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.

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

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.

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

SEIU 1000 TA

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.

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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.

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LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

19.2 Overtime (Excludes Units 17 and 21)

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

1. Ordered overtime of at least fifteen (15) minutes at any one time;

2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.

~~B. Notwithstanding any provision of the MOU other than paragraph E, below and 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 shall not be considered as time worked by the employee for~~

SEIU Local 1000 TA

~~the purpose of computing cash or compensating time off for overtime.~~

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

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

D. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days

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after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.

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

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

F. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee. CTO may be taken only in units of time of fifteen (15) minutes

or multiples thereof.

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

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

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

J. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2 and 3 below.

SEIU Local 1000 TA

Brad Willis

Robert Vega

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Marylene Schultz

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

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

3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on

SEIU Local 1000 TA

12-3-16

Pat Wilson

state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in J(2) above.

SEIU Local 1000 TA

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.3 Rest Periods (Excludes Units 14, 15, 17 and 21)

SEIU 1000
4:50pm
6/2/16

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

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

TA 4:50p 6-2-16

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

6/1/2016 7:14 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.3.20 Rest Periods (Unit 20)

@1:10pm 5/17/2016

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

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

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

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LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

SEIU 1000

4:50pm

6/2/16

The Union proposes the following rollover language:

19.4 Meal Periods (Excludes Units 17 and 21)

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

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

C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

4:50pm TA 6-2-16

Pat Wilson

6/1/2016 7:14 PM

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

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.8 Flexible Work Hours (Excludes Units 17 and 21)

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

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

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

SEIU 1000 TA

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

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Brenda J. Mat
Bruce Thief
Sophia Perez
Brad Willis
Robert Vega
Daisy Cooper
Ronna Jones

Nathan Allen

S. Satch
Dabaing
Cynthia
PJ Smart
Khayrie
Marlene Schultz
Pat Wilson
Mam

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LOCAL 1000
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Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.9.20 Exchange of Time Off – Multi-Shift Operations (Unit 20)

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

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

2. The supervisor(s) approve the exchange; and

3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

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6/16/16

Pam Manwiller
Annette Kahn
Rosemarie Speth
Jacquison Fisher
Mary Ann Monahan
Robert Ramirez

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/ she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred eighty (180) calendar days from the date of the missed exchange.

D. All exchanges must occur within ninety (90) calendar days from the initial exchange.

E. Probationary employees are excluded from participating in exchanges of time off.

F. Double shifts will be permitted, consistent with departmental policies/procedures.

G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

H. This section is not subject to the grievance and arbitration article of this Contract.

TA 6/16/16 12:14AM

Dam Manwiller

Annette Kahn

Rosemarie Speth

Tyquiross Fisher

Maryann Monahan

Robert Naming

SEIU 1000 TA
6/16/2016
12:14AM

Ronna Jones

Stacyel Charles

Patricia J. Heyner

Janet Sass McDermott

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.

6-2-16

5/13/2016 3:30 PM

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Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.11 Call Back Time

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

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.

D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site, which may include the employee's home, approved by the department head or designee.

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TA 4:50 pm
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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

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 Mort
Bruce Theil
Sophie Sun
Brad Wells
Robert Vega
Mark Pitts
Vanessa Smith
Rhonda Bush
Myrell Carlson
Brooke Pierson
Mary Meade

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

Dit[illegible]
K Van Sch
Tmavarrette
S. Miss
Marlene Schultz
S. Sch
Khayrie
Cat Wilson
P L Smart

6/1/2016 7:20 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

SEIU Local 1000 TA

19.13.20 Overtime Scheduling – Excluding CDCR LVNs and CNAs (Unit 20)

A. The Departments recognize and understand the importance of reducing mandatory overtime to Unit 20 Employees. To this end, the Department will make every effort to schedule staff in a manner that will reduce the need for mandatory overtime. Both parties agree that mandatory overtime is an undesirable method of providing staff coverage.

TA 6/16/16 11:20pm

B. There shall be no mandatory overtime on an employee's Regular Day Off (RDO) or pre-approved day off (an employee's RDO begins immediately after completion of their normal shift before their RDO), except:

1. In an emergency situation such as a natural disaster; or

2. During a state of emergency declared by the State or Federal authorities; or

3. During an emergency situation declared by a Warden, Superintendent, Executive Director or designee; or

4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or

5. When the employees shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available; or

6. When all other options have been exhausted.

C. Except in cases of emergency, or planned program activity employees shall not be required to:

1. Work more than ~~six~~ five (~~6~~5) mandatory overtime shifts of at least two (2) hours of duration in a month, effective August 1, 2016, and implement reductions in accordance with the Joint Labor Management Task Force; or

2. Work in excess of sixteen (16) continuously in a forty-eight (48) hour period; or

3. Work in excess of two (2) mandatory overtime shifts per work week.

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

E~~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.

F~~E.~~ Before an employee is required to work mandatory overtime, a reasonable effort will be made to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered to level-of-care employees

for level-of-care overtime assignments before allowing other BU 20 classifications to work overtime.

G. ~~F.~~ Upon request of an employee who has been on duty continuously for sixteen (16) hours, the employer shall have the option to:

1. Allow the employee to take the next shift off on vacation, CTO, or Holiday credit if staffing permits.

2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.

3. Allow the employee to take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break. Management will take into account the employees 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. Facilities that utilize the red dot-blue dot system for assigning overtime will count time worked, as a result of either a "red dot-blue dot" assignment, toward the mandatory overtime limitations.

2. At management's discretion all Unit 20 employees at a facility may be included in the mandatory overtime distribution process.

In accordance with Article 5.10 (Labor/Management Committees), each Department's Labor Management Committee will address overtime issues within this Article.

~~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.~~

TA 6/16/16 11:20pm

TRF

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

SEIU Local 1000 TA

State TA 6/16/16 11:20am

19.14.20 Overtime Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services LVNs (Unit 20)

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

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments. When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, on duty full and part time BU 20

LVNs. After these avenues have been exhausted, a BU 20 LVN may be mandated to work overtime as outlined below.

Nothing in this provision would preclude the scheduling of a PIE ~~ermanent Intermittent (PI) employee~~ in lieu of overtime.

Voluntary Overtime

A. BU 20 LVNs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total State service will be used to determine seniority scores.

B. The CDCR/CCHCS shall establish lists of BU 20 LVNs in seniority score order. BU 20 LVNs may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 LVNs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 LVNs will be provided the same volunteer overtime opportunity once, assuring each employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again. (i.e., the rotation will again start at the top of the seniority list and work its way

down).

C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 LVN. If the employee arrives to find the position changed or no longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 LVN may choose to leave.

D. Once a BU 20 LVN has signed up for a voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.

E. A BU 20 LVN may "bump" a scheduled registry LVN at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position.

Involuntary Overtime

A. BU 20 LVNs shall be assigned involuntary overtime

on a rotating basis by inverse seniority.

B. Each facility shall establish and maintain an up-to-date list, by inverse seniority of all full-time and part-time BU 20 LVNs. Staff shall only be assigned an involuntary slot once, until the entire list has been depleted.

C. There shall be no mandatory overtime on a BU 20 LVN's RDO or pre-approved day off, (for the purposes of this section, an employee's RDO begins immediately after completion of their normal shift before the RDO) except:

1. In an emergency situation such as a natural disaster; or

2. During a state of emergency declared by the State or Federal Authorities; or

3. During an emergency situation declared by a Warden, Superintendent, Executive Director or designee; or

4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or

5. When the employee's shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available; or

6. When all other options have been exhausted.

D. Management shall make every attempt not to schedule BU 20 LVNs:

1. More than ~~Six~~ five (~~6~~5) 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 consecutive calendar days.

E. It is not the intent to mandate employees to work overtime in classifications other than their own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it

is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than their own.

Stale TA 6/16/16 11:20pm

F~~E~~. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employee shall have the option to:

1. Take the next shift off on vacation, CTO, or Holiday credit as staffing permits.

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.~~F.~~ A mandated holdover of two (2) hours or more is considered a mandated overtime.

H.~~G.~~ 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 20 LVNs will not be considered for mandatory overtime. Upon return to work, the BU 20 LVN will return to the involuntary rotation in seniority order.

*This includes instances where an employee was unable to complete their regular shift due to illness and has been approved to be released from duty to go home.

State TA
6/16/16 11:20pm

I.~~H.~~ In accordance with section 5.10 (Labor/Management Committee), CDCR/CCHCS's Labor Management Committee will address overtime issues within this section.

SEIU Local 1000
TA

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.18.20 Rescinding Approved Time Off (Unit 20)

A. Approval for the use of accrued compensating time off (CTO), vacation, or annual leave credits will not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services.

B. When scheduled CTO, vacation, or annual leave is rescinded, the State shall give priority consideration to the employee's request to reschedule the rescinded time off.

C. If the employee suffers a financial loss from the cancellation of CTO, vacation or annual leave that has been approved in writing, the employee may submit a Victim Compensation and Government Claims Board claim for non-refundable expenditure which can be verified. The employer will support the claim.

LOCAL 1000
SEIU
Stronger Together

Union Proposal
Bargaining Unit 20
Date _____

Proposal No: 1

The Union proposes to delete the following language:

~~19.27.20 Special Schools Calendar (Unit 20)~~

~~A. The Superintendent of a State Special School shall obtain input from Unit 20 employees during the development of the proposed academic calendar. Special School employees shall receive a copy of the proposed calendar prior to adoption of the calendar.~~

~~B. Upon the adoption of an academic calendar the State Special Schools shall provide a copy of the academic calendar to Unit 20 Special School employees.~~

SEIU 1000 TA

TA 8:33 p
6-12-16

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 2

The Union proposes the following rollover language:

19.31.20 Split Shifts (Unit 20)

The State shall make every effort to avoid split shifts, and shall consider alternative scheduling methods prior to implementing a split shift. When there is no alternative scheduling method and a split shift is scheduled, the gap between the two parts the shift shall not exceed two and one-half (2.5) ~~four (4)~~ hours.

Disputes concerning this section shall be grievable up to CalHR level for review and shall not be arbitrable.

SEIU 1000 TA
6/12/2016 11:36pm

TA 11:36pm
6-12-16

Mary Ann Monahan
Annette Kann

8:45pm
6/12/2016

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following language change:

3:25pm
SEIU 1000
6/15/2016

19.32.20 Overtime Distribution at the California School for the Deaf, Riverside (Unit 20)

The purpose of this agreement is to distribute overtime among Bargaining Unit 20 employees at California School for the Deaf, Riverside, in an equitable manner.

A. Five (5) overtime lists will be created for Counselors. The lists will be titled, "Master Overtime List", "Elementary Area Overtime List", "Middle School Area Overtime List", "High School Area Overtime List" and "Special Needs Area Overtime List". These lists will be created within five (5) working days from the date of this Agreement.

TA 6-15-16 3:28p

1. One overtime list will be created for Night Attendants. The list will be titled, "Night Attendant Overtime List."

2. The Master Overtime List will include the names of every Counselor, regardless of their area assignment. The Counselors will be

ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The Counselor at the top of the list will be the Counselor who has been offered the least amount of overtime hours since the beginning of the academic school year; the list will progress down to the Counselor at the bottom of the list who has been offered the most amount of overtime hours since the beginning of the academic school year.

3. The Elementary Area Overtime List will include only those Counselors who are assigned to the Elementary Area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described in the above paragraph.

4. The Middle School Area Overtime List will include only those Counselors who are assigned to the Middle School Area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year.

5. The High School Area Overtime List will include only those Counselors who are assigned to the High School Area. The

Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described above.

6. The Special Needs Area Overtime List will include only those Counselors who are assigned to the Special Needs area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described above.

B. If an overtime opportunity arises for an Area, Counselors on the applicable list will be offered the opportunity first. The Counselors on the applicable Area overtime list who is at the top of the list (i.e., has been offered the least amount of overtime hours) will be offered the opportunity first; if that Counselor declines the opportunity, the Counselor next on applicable Area overtime list will be offered the opportunity, and so on until the applicable Area overtime list is exhausted.

If an overtime opportunity arises that does not have an Area need (for example, bus duty or homecoming), the opportunity will be offered using the Master Overtime List. The Counselor who is at the top of this list (i.e., has been offered the least amount of overtime hours) will

be offered the opportunity first; if that Counselor declines the opportunity, the Counselor next on the list will be offered the opportunity, and so on until the list is exhausted.

C. Management will record the number of hours of overtime each employee is offered.~~, accepted, and rejected.~~

D. On the 15th of every month, new lists will be created by management to adjust the ranking of the employees on the lists by number of hours of opportunity they were offered. The list will be posted at the DOR office upon it being updated on the 15th of each month and e-mailed to all Counselors and Night Attendants.

E. An Overtime Preference Survey form shall be circulated to all affected staff. If an employee has indicated on a signed survey form that he/she is unavailable and does not choose to work overtime on certain days and/or times, he/she will not be offered overtime for those days and/or times. (This section shall not change/amend any provision in the current Contract's regarding State's Rights on mandatory overtime.)

F. The overtime lists will be followed except where precluded by emergency. Emergency is defined as a sudden happening or unforeseen situation

that needs immediate action or attention.

G. If overtime becomes available two (2) hours or less prior to the start time of the overtime assignment, the assignment will be offered to the employee at the top of the applicable list, who is currently on duty, and who is available to work the overtime.

H. Night Attendants will not be offered Counselor overtime unless the Counselor overtime list has been exhausted. Counselors will not be offered Night Attendant overtime unless the Night Attendant list has been exhausted.

I. Employees may submit an Overtime Preference Survey form five times per school year (September 15, November 15, January 15, March 15, and May 15). Management will use the most recent Overtime Preference Survey form on file for each employee.

~~J. If it appears that an employee will not attain one thousand seven hundred thirty-four (1,734) hours as discussed in the ten (10) month agreement, management may disregard the employee's Overtime Preference Survey form(s) in order to offer that employee overtime. Management will notice the employee in writing seven (7) calendar days in advance of implementing this section.~~

SEIU 1000 TA
6/15/2016
3:05pm

3:26 p
6-15-16
Ann Manwiler

Robert Manning
Rosemarie Speth
Mary Ann Monahan
Tyrgelion Fisher
Annette Kahn

K. If an employee is called at home, and management reaches an answering machine/service, management will leave a message advising the employee of the overtime opportunity. Management will then continue through the overtime list(s). If the employee calls back before another employee accepts the overtime, that employee will be allowed to accept the overtime. If the employee calls back after another employee accepts the overtime, that employee will not be allowed to accept the overtime. ~~nor be charged for the offer. If an employee does not answer his/her phone, or does not respond to a message on his/her answering machine/service, that employee will not be charged for the overtime offer.~~

L. Disputes involving this provision may be addressed at a Labor/Management Committee (Riverside).

SEIU 1000 TA
6/15/2014
3:25pm

TA 3:26p
6-15-16
Sam Manville

Robert Manning
Rosemarie Speth
Mary Ann Monahan
Virginia Fisher
Annette Kahn

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)

1545
1 Jun 16

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

3rd p
6-11-16

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.

TA 1545
11 Jun 16

TA 3 45 pm

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 2

The Union proposes the following new language:

XX.XX.20 CDCR-CCHCS Licensed Vocational Nurses (LVN) and Certified Nursing Assistants (CNA) Vacation Scheduling (Unit 20)

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

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

SEIU 1000 TA
6/12/2016 11:52pm

TA 11:52 pm
6-12-16
Pam Manwiller
Tyquion Fisher

Janet Sars McDermott

Marylann Monahan
Annette Kahn

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

SEIU Local 1000

19.XX.20 Overtime Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services CNAs (Unit 20)

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

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments. When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, and on duty full and part time

TA 6-16-16

TRF

Pat Wilson

BU 20 CNAs. After these avenues have been exhausted, a BU 20 CNA may be mandated to work overtime as outlined below.

Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.

Voluntary Overtime

A. BU 20 CNAs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total State service will be used to determine seniority scores.

B. The CDCR/CCHCS shall establish lists of BU 20 CNAs in seniority score order. BU 20 CNAs may sign up for voluntary overtime by adding their names to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 CNAs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 CNAs will be provided the same volunteer overtime opportunity once, assuring each employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its' way down).

C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 CNA. If the employee arrives to find the position changed or no longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 CNA may choose to leave.

D. Once a BU 20 CNA has signed up for a voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.

E. A BU 20 CNA may "bump" a scheduled registry CNA at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position.

Involuntary Overtime

A. BU 20 CNAs shall be assigned involuntary overtime on a rotating basis by inverse seniority.

B. Each facility shall establish and maintain an up-to-date list, by inverse seniority, of all full-time and part-time BU 20 CNAs. Staff shall only be assigned an involuntary slot once, until the entire list has been depleted.

C. There shall be no mandatory overtime on a BU 20 CNA's RDO or pre-approved day off, (for the purposes of this section, an employee's RDO begins immediately after completion of their normal shift before the RDO) except:

1. In an emergency situation such as a natural disaster; or

2. During a state of emergency declared by the State or Federal Authorities; or

3. During an emergency situation declared by a Warden, Superintendent, Executive Director or designee; or

4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or

5. When the employees shift relief does not report for work or gave less than two

(2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available; or

6. When all other options have been exhausted.

D. Management shall make every attempt not to schedule BU 20 CNAs:

1. More than five (5) 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.

E. It is not the intent to mandate employees to work overtime in classifications other than their own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from

volunteering to work overtime in classifications other than their own.

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employee shall have the option to:

1. Take the next shift off on vacation, CTO, or holiday credit as staffing permits.

2. Adjust his/her shift starting time to provide a ten (10) hour break between shifts.

3. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. While on vacation, pre-approved absence, on a full work day absence due to sick leave(*), Union leave, State release time, or any other authorized absence from the facility, BU 20 CNAs will not be considered for mandatory overtime. Upon return to work, the BU 20 CNA will return to the involuntary rotation in seniority order.

*This includes instances where an employee was unable to complete their regular shift due to illness and has been approved to be released from duty to go home.

I. In accordance with section 5.10 (Labor/Management Committee), CDCR/CCHCS's Labor Management Committee will address overtime issues within this section.

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)

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 CDCR/CCHCS committee members; not to exceed four (4)

SEIU Local 1000 TA

TA 11:20 6-16-16

TRF

10:45

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
6/14/2016

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TA 10:45 pm
6-16-16
pam manwaler

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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.

SEIU Local 1000 TA

TA 6/16/16 11:20 pm

TKF

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

Dan Mansilla

TRF

mam

Pat Wilson

Dan Steadman

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 11:20pm

TRF on Labor and PR PM

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 6-16-2016 11:20pm

D. The State and the Union shall develop a plan for implementing the JLMTF recommendations.

SEIU 1000 TA 6/14/2016

Dai Stechman

Pam Manwiler

TRF

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
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~~CA Department of Water Resources~~

~~www.water.ca.gov~~

OT T/F
DSH
BU 17 + 20

TA 6/16/16 11:20pm
TRF
Stacy Ellinwood
Pat Wilson
Pam Manwaha

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 1128 P

TRF

Dir Steidman

Pat Wilson

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

3:14pm @ 5/17/2016

20.10.20 Post and Bid Procedure for Vacant Licensed Vocational Nurse (LVN) Positions (Unit 20) (Excluding CDCR)

Post and Bid shall apply to the LVN classification at facilities (1) with fifteen (15) or more LVN positions and (2) which either provide services seven (7) days a week or for which management has established multiple starting times. Only permanent full-time employees are eligible to participate in the post and bid process.

TC @3:12pm

STATE 5-17-16 1512

A. Vacant Positions

As management determines that positions become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of

the State. As positions become vacant and determinations are made by the State, the excess of non-posted positions over posted positions shall not exceed two (2) at any facility at any time. In no case shall more than sixty percent (60%) of the filled positions in a facility be held by employees through successful bids.

The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees. The filling of vacancies by either promotion from an eligible list or external lateral transfers is not subject to the post and bid procedure.

B. Posted Positions

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each facilities publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

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 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 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 program's the super-seniority eligibility shall be limited to positions awarded to employees from outside the program only.

The facility shall provide the Union with a weekly listing of "designated programs."

An employee in an incentive position that is deleted or altered in accordance with subsection E shall retain the eligibility to earn super-seniority if he/she elects to remain in the altered or changed position. Employee absences due to illness or injury shall not be counted after the fourteenth (14th) consecutive calendar day toward the one year qualifying period to earn super-seniority.

F. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position 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. Transfers

Employees holding bid positions shall not, except in case 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 of bid and/or hold positions shall be restored. Employees who are charged with wrongdoing, which is also grounds for adverse action, may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the facility's chief or designee is required prior to such denial.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold an/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 superseniority for 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'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 is subsection D above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Executive Director 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 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.

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. At each facility, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with SEIU Local 1000 representatives for the purpose of reviewing compliance with the Post and Bid provision.

N. For purposes of this Agreement, seniority is defined as one point for each qualifying month of full-time State service.

O. Implementation and Applicability

The provisions of this section will be implemented six (6) months after ratification of the agreement by both the State and the Union membership.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

20.11.20 Post and Bid Procedure for CNA Positions: California Veterans Homes (Unit 20)

Only permanent full-time employees are eligible to participate in the post and bid process. Employees on probationary status shall not be eligible to bid on posted positions.

STATE 5-17-16 1512

A. Vacant Positions

TA @ 1:10pm 5/17/2016

As management determines that positions become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without utilizing the post and bid procedure.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. In no case shall more than sixty percent (60%) of the filled positions in a facility

be held by employees through successful bids.

TA @ 1:10pm
5/17/2016

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.

STATE
5-17-16 1512

Yountville will continue it's current procedure. For the purpose of implementation of this article at the Chula Vista, Lancaster, and Ventura Veterans Homes, for every three (3) positions that management determines are available, or vacant, the State will post two (2) out of every three (3) vacant positions for bid until 60% of the filled positions in each facility are held by employees through a successful bid. Management at each facility will have discretion over which vacant positions will be posted.

B. Posted Positions

Those positions which are determined to be posted shall be posted electronically. The format shall include the following posting criteria:

Identification posting number

Classification

Ward assignment

Shift

Days off or rotation pattern and cycle

Deadline for bid submittal

Location where bid is to be submitted

Typical assigned duties

Description of duties to be performed (knowledge, skills and abilities)

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be copied by the employee, with the employee submitting the original to the Nursing Office, a copy to the Union, and the employee retaining a copy. Bid forms shall include posting number, the employee's name and classification. The forms must be dated and signed by the employee.

Posted positions shall be available for bid only to those employees in the civil service classification specified on the posted notice.

If no bids are received, the position may be filled in accordance with subsection A. above.

D. Assignment

Within twenty (20) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. However, in cases of emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty (60) calendar days after the posting of notice.

When a position is filled all employees who bid will be notified electronically.

E. Deletions

If a bid position is deleted, then the employee in that position may bid on any vacant posted position or he/she will be transferred at management's discretion to any vacant position.

F. Denial of Bid

TA @ 1:10pm 5/17/2016

Employees who have adverse actions taken against them shall lose their right to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid shall be restored.

UNION

STATE 5-17-16 1512

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

Employees losing their right to bid as outlined above may be administratively transferred at the discretion of the State.

G. Limits of Bid

An employee may not make more than one successful bid each twelve (12) months except that if an employee's bid position is deleted. Exceptions to this limitation may be granted

following a request in writing to the Human Resources post and bid administrator.

Management may deny a bid, which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician.

H. Nepotism

An employee may lose his/her right to hold and/or bid a position based on nepotism. If such bid or position creates a nepotistic situation, notice must be given to the employee. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days. Nothing in this subsection shall prohibit the employee and/or Union from filing a grievance.

I. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedures. This request will be honored by the non-requesting party within thirty (30) days of the request.

J. Management shall designate an official who shall be responsible for the administration of the Post

and Bid process. Upon request, the Post and Bid administrator shall meet periodically with Union representatives for the purpose of reviewing compliance with the Post and Bid procedures.

K. For the purpose of this provision "seniority" is defined as one point for each qualifying month of full-time State service. In case of ties in seniority, assignments will be made by service in class. If further tie breaking is necessary a tie breaker will be utilized.

L. Post and bid will be 60/40 with 50/50 of the primary positions to the relief positions shared between the State and the Union.

TAC 1:10pm
5/17/2016
UNION

STATE
5-17-16 1512

4:23pm
6/3/2016

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

1000 TA
5/2016
4:8pm

20.12.20 Post and Bid Procedure for Vacant LVN Positions, CDCR (Unit 20)

I. Introduction: The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the "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.

6/15/16 11:48 PM

A. The Chief Nurse Executive (CNE) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

B. The work "assignment" as used in this section is synonymous with that of "position."

C. Participation in the P&B process is limited to

eligible employees. An eligible employee:

i. Must be a permanent full-time licensed vocation nurse (LVN): probationary employees are excluded.

ii. Must be permanently assigned to and work at the institution. Eligible employees may participate only in their institution's P&B process. There shall be no inter-institution bidding on assignments.

D. Excluded Assignments: Specialty areas shall be excluded from the P&B process. Such areas shall be dialysis, PACU, ICU, utilization management, and surgical assignments. Those LVN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, they shall not be counted in either Management's or Union's positions.

E. Special Qualifications: Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

F. Seniority: Defined as one point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one point for each

qualifying month of full-time State service. If a further tie exists, then ties will be broken by "lottery" thereafter.

SEIU 1000 TA
6/15/2016
11:48pm

G. 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 "VII" subsections "A" and "B" or if an employee is granted a bid under the provisions of section "IX." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

II. Twenty-four (24) Month Bid Process

6/15/16 11:48PM

A. There shall be seventy percent (70%) of the LVN qualifying post assignments (excluding specialty areas in the California Department of Corrections and Rehabilitation (CDCR) allotted according to seniority at each facility that provides healthcare).

B. The specific posts that comprise the seventy percent (70%) and the thirty percent (30%) will be established through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and duty statements will be provided for each of the

positions prior to the meet and discuss.

C. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.

D. Timeframes:

i. The twenty-four (24) bid cycle begins in the month of October for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than October 1st every other year.

ii. Unless otherwise contested by October 15, an employee's seniority as posted on October 1, shall determine the employee's placement on the seniority list.

iii. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4 p.m. on November 1, or 4 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.

iv. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at management's discretion. These assignment shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

v. Failure on the part of the employee to submit a request form by 4 p.m. on November 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

vi. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.

vii. The new assignments will begin the second Monday in January first watch.

SOU 1000 TA
6/15/2016
11:48 pm

Patricia J. Haynes

Janet Dass McDermott

6/15/16
11:48 PM

Mary Ann Monahan
Rosemarie Speth

viii. The time frames will be agreed upon at the local level by the Union and Management.

III. Interim Vacancy Bidding Process

EU 1000 TA
6/15/2016
11:48pm

A. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if Management determines to fill the positions, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments, that have been determined by Management to be filled by bid shall be subject to the terms and conditions of this section.

Janet Bass McDermott

B. As LVN assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting.

TA 6/15/16 11:48PM

C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.

Rosemarie Speth

D. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service system. Such assignments may be advertised where

appropriate, but will be filled through the sole discretion of the State.

E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the 24 month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.

F. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time.

G. Each notice shall remain posted as provided for in "POSTING ASSIGNMENTS" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4 p.m. on the fifteenth (15th) day of posting.

H. At the end of the fifteen (15) day bid period, the eligible 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.

IV. Posting Assignments: Those assignments, which are determined to be posted, shall be posted in a

SEIU 1000 TA
6/15/2016
11:48pm

Janet Sass McDermott
6/15/16 11:48PM

prominent place where such notices are customarily posted. The posted noticed shall be dated and on a form designed for that purpose and shall include the following criteria:

A. Identification posting number

B. Unit (or ward) or other assignment

C. Shift

D. Days off or rotation pattern and cycle

E. Time base

F. Deadline for bid submittal and where to be submitted

G. Special qualifications (if any)

V. Bidding

A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:

i. The original to the location designated on

the bid form.

ii. A copy to the Union designated steward, and

iii. The bidding employee.

B. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.

C. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Worker's Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.

D. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.

SEIU 1000 TA
6/15/2016
11:48pm

6/15/16 11:48PM

VI. Other Factors

A. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined they qualify to resume each duties.

i. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.

ii. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.

iii. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.

a. A waiting list will be established with those employees who have been removed from an assignment as a result

of a correction to a seniority date or due to management error in assigning the employee.

b. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid process.

VII. Deletions and Changes

A. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

B. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of the desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

VIII. Transfers: Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section be involuntarily transferred to another assignment.

IX. Denial of Bid

A. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, his/her right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.

B. An employee may be temporarily removed from the bid 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.

EIU 1800TA
6/15/2016
11:48 pm

Janet Sass McDermott
11:48PM
6/15/16

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Jaquion Fisher
Mary Ann Monahan
Rosemarie Speth

C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.

D. Employees losing their right to bid or hold assignments as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.

E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.

F. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s)

described by his/her physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

GU 1000 TA
6/15/2016
11:48pm

X. Floating: If it becomes necessary to temporarily float employees to another Unit 20 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

Patricia Bryan

XI. Involuntary Removal: Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

Janet Sass
Rev Demo TT
15/16 11:48 PM

XII. Nepotism: No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

Mary Ann Monahan
Rosemarie Speth

A. If such bid or position creates a nepotism situation, notice must be given to the employee.

B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

XIII. Disputes

A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable.

B. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the first formal level of review within the normal time frames specified in the grievance process.

D. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The

employee shall then have first preference on the first available bid position; or

E. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

TA 6/15/16 11:48PM

SEIU 1000 TA
6/15/2016
11:48pm

6/15/2016.
3:29pm

Management Counter Proposal

Bargaining Unit: 20

Date:_____

Exclusive Representative: SEIU

Article: 20 – POST AND BID

Subject: 20.13.20 Shift/Day Preference of Assignment – Schools for the Deaf

Unit 20 Counselors will be issued a preference survey by the ~~third~~ second week of May on an annual basis. The survey shall include anticipated shifts for the upcoming academic school year, residential areas, and days off. Counselors shall return their completed survey within ten (10) calendar days. Management will assign counselors to the appropriate residential area and shift. Where two or more counselors desire the same shift on their preference survey, the shift will be assigned based on State seniority. ~~give consideration to the survey responses and the programmatic needs of the school.~~

Management will inform the counselors, in writing, of their assignment as soon as possible and no later than one month (30 calendar days) before the first day of the upcoming academic school year. The assignment notice will be mailed to the staff at their address of record and include the assigned shift, regular days off and area of placement.

The parties are encouraged to utilize the JLMC process as outlined in Article 5.10 of this Contract to address issues related to the application of this Article. If the issue is taken as an agenda item, a department labor relations representative will participate in the JLMC.

~~Disputes concerning this article are grievable to CalHR and not arbitrable.~~ TC@ 3:31pm

SEIU 1000 TA
6/15/2016.
3:58pm

TA 3:49 pm
6-15-16
Pam Monroe

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following new language:

U LOCAL 1000
A 6/3/2016
5:43pm

STATE
6-3-16 1743

20.XX.20 Post and Bid Procedure for Dental Assistant Positions, CDCR (Unit 20)

I. Introduction:

The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the "Annual P&B Process" which allows employees to bid twelve (12) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twelve (12) month assignments are in effect. The Inaugural Annual Post and Bid will become effective January 1, 2014 and will result with the P&B assignment placements occurring in July 1, 2014

A. The Health Program Manager III, Supervising Dentist, or their designee shall have responsibility for

implementation and maintenance of this procedure at each facility and shall ensure compliance.

STATE
6-3-16 TA 1743

LOCAL 1000
TA 6/3/2016
5:43 pm

B. The word "assignment" as used in this section is synonymous with that of "position."

C. Participation in the P&B process is limited to eligible employees. An eligible employee:

i. Must be a permanent full-time Dental Assistant (DA); probationary employees are excluded.
ii. Must be permanently assigned to and work at the institution. Eligible employees may participate only in their institution's P&B process. There shall be no inter-institution bidding on assignments.

D. Seniority:

Defined as one point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by "lottery" thereafter.

E. Limits on Bid:

STATE
6-3-16 TA 1743

BU LOCAL 1000
TA @ 3:43pm
6/6/2016

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 "VII" subsections "A" and "B" or if an employee is granted a bid under the provisions of Section "IX." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

II. Annual Bid Process

A. There shall be ninety percent (90%) of all of the DA qualifying positions allotted according to seniority at each California Department of Corrections and Rehabilitation (CDCR) facility that provides dental care.

B. The specific posts that comprise the ninety percent (90%) will be established through a meet and discuss. The Union and State will identify an equitable distribution of the preferred work areas, watches, and Regular Days Off (RDOs) between management and bid assignments. Upon request, post orders and duty

STATE
6-3-16 TA 1743

statements will be provided for each of the positions prior to the meet and discuss.

BU LOCAL 1000
TA 6/3/2016
@ 5:43pm

C. Participation in the Annual 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. The awarding of the ninety percent (90%) P&B assignments will be based on seniority. For example, the most senior DA bidding for a P&B assignment will be awarded his/her first choice. This awarding of P&B assignments will continue in order of seniority until the P&B process is completed, with all the ninety (90%) assignments being awarded or the bids submitted have been exhausted.

D. Timeframes:

i. The annual bid cycle begins in the month of April for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than April 1st every year.

ii. Unless otherwise contested by April 15, an employee's seniority as posted on April 1, shall

STATE
6-3-16 TA 1743

SEIU LOCAL 1000
TA 6/3/2016
@ 5:43pm

determine the employee's placement on the seniority list.

iii. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4 p.m. on May 1, or 4 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.

iv. An employee may voluntarily withdraw from participating in the Annual Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at State's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either State's or the Union's positions.

v. Failure on the part of the employee to submit a request form by 4 p.m. on May 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either State's or Union's positions.

STATE
6-3-16 TA 1743

vi. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.

vii. The new assignments will begin the first Monday in July on the first watch.

viii. The time frames will be agreed upon at the local level by the Union and Management.

III. Interim Vacancy Bidding Process

A. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if the State determines to fill the vacant position, created while the annual assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by the State to be filled by bid shall be subject to the terms and conditions of this section.

STATE
6-3-16 TA 1743

B. As DA assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting.

C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.

D. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service system. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.

E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twelve (12) month cycle. Upon request, the Union shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.

F. Each notice shall remain posted as provided for in "POSTING ASSIGNMENTS" for no less than fifteen (15)

STATE
6-3-16 TA 1743

calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4 p.m. on the fifteenth (15th) day of posting.

G. At the end of the fifteen (15) day bid period, the eligible 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.

IV. Posting Assignments: Those assignments which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

A. Identification posting number
B. Unit (or ward), yard, or other assignment
C. Shift
D. Days off or rotation pattern and cycle
E. Time base
F. Deadline for bid submittal and where to be submitted
G. Special qualifications (if any)

STATE
6-3-16 TA 1243

V. Bidding

A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:

i. The original to the location designated on the bid form,

ii. A copy to the Union designated steward, and

iii. The bidding employee.

B. Bid forms shall include the

i. Identification posting number,

ii. the employee's name,

iii. classification,

iv. seniority points,

v. current work location, and

vi. business telephone number.

The form must be dated and signed by the employee.

C. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Worker's Compensation, leave of

STATE
6-3-16 TA 1743

absence, annual military leave, illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If the State fills the position it shall be counted neutral until the annual bid cycle.

EIU LOCAL 1000
TA 6/3/2016
@ 5:43pm

D. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at the State's discretion.

VI. Other Factors

A. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined he/she qualify to resume each duties.

i. If an absence is more than sixty (60) calendar days, the appointing authority may authorize an

STATE
6-3-16 TA 1743

employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.

ii. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.

iii. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.

SEIU Local 1000
TA 6/3/2016
@ 5:43pm

B. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.

C. Employees who laterally transfer after May 1 will be precluded from the bid process until the next open bid process.

VII. Deletions and Changes

STATE
6-3-16 TA 1743
NA

EU LOCAL 1000
TA 6/3/2014
@ 5:43pm

A. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

B. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of that desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

VIII. Transfers:

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

STATE
6-3-16 TA 1743

IX. Denial of Bid

EIU LOCAL 1000 TA
6/3/2016
@ 5:43pm

A. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, his/her right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.

B. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been conducted and if the charges have not been substantiated, the employee shall be returned to his/her bid assignment.

STATE
6-3-16 TA 1743

C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.

D. Employees losing their right to bid or hold assignments as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.

E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.

JU LOCAL 1000
TA 6/3/2016
@ 5:43pm

STATE
6-3-16 TA 1743

SEIU LOCAL 1000
TA 6/2/2016
@ 5:43pm

F. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

X. Floating:

If it becomes necessary to temporarily float employees to another Unit 20 DA position in order to provide coverage, each CDCR institution shall establish a rotational system that distributes floating by inverse seniority on an equitable basis.

XI. Involuntary Removal:

Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

XII. Nepotism:

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

A. If such bid or position creates a nepotism situation, notice must be given to the employee.

B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

STATE
6-3-16 TA 1743

XIII. Disputes

SEIU LOCAL 1000
TA 6/3/2016
@ 5:43 pm

A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable;

Tyquinn Jones
Annette Kahn

B. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the first formal level of review within the normal time frames specified in the grievance process;

D. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or

E. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

SEIU LOCAL 1000
TA 6/3/2016
@ 5:43pm

Patricia J. Heyman

Janet Sass McDermott

STATE
6-3-16 TA 1743

Lyginon Fisher
Annette Kahn

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 4

The Union proposes the following new language:

20.XX.20 Post and Bid Procedure for CNA Positions, CDCR (CDCR, CCHCS, DJJ) (Unit 20)

U 1000 TA 6/12/2016 11:37 pm

I. Introduction: The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority in institutions that have 20 or more full time permanent employees. Contained in this section are the provisions for the "24 Month P&B Process" which allows employees to bid twenty four (24) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twenty four (24) month assignments are in effect.

TA 11:37 pm 6-12-16

A. The Chief Nurse Executive (CNE) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

B. The work "assignment" as used in this section is synonymous with that of "position."

C. Participation in the P&B process is limited to eligible employees. An eligible employee:

i. Must be a permanent full-time Certified Nursing Assistant (CNA); probationary employees are excluded.

ii. Must be permanently assigned to and work at the institution. Eligible employees may participate only in their institution's P&B process. There shall be no inter-institution bidding on assignments.

D. Special Qualifications: Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

E. Seniority: Defined as one point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by "lottery" thereafter.

F. Limits on Bid: An employee may not make more than one successful open assignment bid each twelve (12) months except when an employee's bid assignment is substantially modified and the

employee elects not to stay in the position or as provided in section "VII" subsections "A" and "B" or if an employee is granted a bid under the provisions of section "IX." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

II. Twenty-four (24) Month Bid Process

SEIU1000 TA 6/12/2014

A. There shall be sixty percent (60%) of the CNA qualifying post assignments at each facility that provides healthcare.

TA 11:38 P 6-12-16 40%

B. The specific posts that comprise the sixty percent (60%) and the ~~thirty~~ forty percent ~~(30%)~~ will be established through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and/or duty statements will be provided for each of the positions prior to the meet and discuss.

TA 11:37 a 6-12-16

C. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.

Janet Sass Rudemann

Tyquinn Fisher

Mary Ann Monahan

Annette Kahn

D. Timeframes:

i. The twenty-four (24) bid cycle begins in the month of October for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than October 1st every other year.

ii. Unless otherwise contested by October 15, an employee's seniority as posted on October 1, shall determine the employee's placement on the seniority list.

iii. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4 p.m. on November 1, or 4 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.

iv. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either

SEIU 1000 TA 6/12/2016

TA 11:37 a 6-12-16

Management's or Union's positions.

v. Failure on the part of the employee to submit a request form by 4 p.m. on November 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

vi. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.

vii. The new assignments will begin the second Monday in January first watch.

viii. The time frames will be agreed upon at the local level by the Union and Management.

III. Interim Vacancy Bidding Process

A. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if Management determines to fill the positions,

created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments, that have been determined by Management to be filled by bid shall be subject to the terms and conditions of this section.

SEIU 1000 TA 6/12/2016

B. As CNA assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting.

C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.

TA 11:32 6-12-16

D. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service system. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.

E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the 24 month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.

F. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time.

G. Each notice shall remain posted as provided for in "POSTING ASSIGNMENTS" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4 p.m. on the fifteenth (15th) day of posting.

H. At the end of the fifteen (15) day bid period, the eligible 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.

IV. Posting Assignments: Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

A. Identification posting number

B. Unit (or ward) or other assignment

C. Shift

D. Days off or rotation pattern and cycle

E. Time base

F. Deadline for bid submittal and where to be submitted

G. Special qualifications (if any)

V. Bidding

A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:

i. The original to the location designated on the bid form.

ii. A copy to the Union designated steward, and

iii. The bidding employee.

B. Bid forms shall include the identification posting

number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.

C. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Worker's Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.

D. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.

VI. Other Factors

A. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined they qualify to resume each duties.

i. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.

SEIU 1000 TA
6/12/2016

ii. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.

iii. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.

TA 1137R
6-12-16

a. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.

b. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid process.

VII. Deletions and Changes

A. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

B. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of the desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

VIII. Transfers: Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section be involuntarily transferred to another assignment.

IX. Denial of Bid

A. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, his/her right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.

B. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to their bid assignment.

C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of

a grievance decision, the employee shall have his/her right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.

D. Employees losing their right to bid or hold assignments as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.

SEIU 1000 TA
6/12/2016

E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.

TA 1132
6-12-16

F. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

X. Floating: If it becomes necessary to temporarily float employees to another Unit 20 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

SEIU 1000 TA 6/12/2016

XI. Involuntary Removal: Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

XII. Nepotism: No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

TA 1132 6-12-16

A. If such bid or position creates a nepotism situation, notice must be given to the employee.

B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

C. Nothing in this subsection shall prohibit the

employee and/or the Union from filing a grievance.

XIII. Disputes

A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable.

B. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the first formal level of review within the normal time frames specified in the grievance process.

D. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or

SETU 1000 TA 6/12/2016

TA 1137 R 6-12-16

E. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

This Post and Bid process shall be implemented with the next CDCR-CCHCS 24 month bid cycle 2017.

SEIU 1000 TA
6/12/2016

Ronna Jones

Patrick Heyman

Janet Sass McDermott

TA 11:32 P
6-12-16
Pam Manville
Tyquion Fisher
Kenneth Cox
Maryann Monahan
Annette Kahn

6/15/2016
11:29 pm

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 3

The Union proposes the following new language:

20.XX.20 Post and Bid Procedure for Residential Care Unit Leader (RCUL) Positions: California Veterans Homes (Unit 20)

Contained in this section are the provisions for the twenty-four (24) month Bid process, which allows the current incumbents in the RCUL classification to bid twenty-four (24) month assignments, and the interim vacancy bidding process which addresses the vacancies that occur while the twenty-four (24) month assignments are in effect.

Post and bid shall only apply to DVA Veterans Homes where a variety of work schedules (days off, shifts, etc.) exist. Only permanent full-time employees in the RCUL classification at the Veterans Homes are eligible to participate in the post and bid process. Employees who do not have a permanent full-time appointment in the RCUL classification (probationary, training and development, limited term, out of class, etc.) shall not be eligible to bid on posted positions and may be assigned to any post after the bid positions have been filled.

A. Twenty-four (24) month Bid

The Bids will be for a period of twenty-four (24) months

1. Posted Positions

The positions shall be posted electronically. The format shall include the following posted criteria:

a. Identification posting number
b. Unit assignment
c. Shift
d. Days off or rotation pattern and cycle
e. Deadline for bid submittal
f. Location where bid is to be submitted
g. Description of duties to be performed (knowledge, skills, and abilities)

The deadline for bid submittal will be no less than ten (10) calendar days from the electronic posting.

An employee who does not submit a post preference by the deadline will be assigned a post at management's discretion, but may participate in the interim bid process.

2. Employee Bid Forms

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be copied by the employee, with the employee submitting the original to the Post and Bid Administrator's office, a copy to the Union, and the employee retaining a copy. Bid forms shall include posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The forms must be dated and signed by the employee.

3. Leaves

An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Workers Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process during the electronic posting period. Employees must assume the assignment within sixty (60) calendar days of the posting of the bid results. After sixty (60) calendar days management shall decide whether or not to fill the position.

In the event the employee is unable to assume the post within the sixty (60) calendar days, the employee may be placed in another post at management's discretion.

4. Assignment

Within thirty (30) calendar days after posting the notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. When a bidded position is filled all RCUL employees will be notified electronically of the bid results. However, in cases of emergencies or where severe staffing shortages exist, assignments may be delayed up to sixty (60) calendar days after posting of notice.

B. Interim Bidding Process

1. Deletions

If a bid position is deleted, then the employee in that position may:

a. bid on any vacant posted position
b. be transferred at management's discretion to a vacant position with substantially similar start/stop time and RDO if possible.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing from management no later than fifteen (15) calendar days prior to the change. If the employee desires to remain in the altered position, he/she shall notify management of that desire no later than five (5) calendar days prior to the change in writing and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

2. Transfers

Employees holding bid positions shall not be involuntarily transferred or moved, except in case of emergency, or as otherwise provided in this article.

An employee may be temporarily removed from a bid assignment pending a personnel/ EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to his/her bid assignment.

Employees losing their right to bid as outlined above may be administratively transferred at the discretion of the State.

3. Interim Bids

If a position becomes vacant during the twenty-four (24) month bid cycle, the position shall be posted for an interim bid in accordance with the posting criteria in subsection "A". An employee may not make more than one successful bid each twelve (12) months in a twenty-four (24) month bid cycle, except that if an employee's bid position is deleted. Exceptions to this limitation may be granted following a request in writing to the Post and Bid Administrator.

C. Denial of Bid

Employees who have received yearly evaluations during the preceding twelve (12) months with two (2) or more categories marked below standard may lose their right to bid for up to six (6) months, subject to review in three (3) months. In order for a substandard performance evaluation to be applicable to this section, the performance evaluation must clearly substantiate the performance concerns, in writing, which support the below standard rating for the performance evaluation. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, his/her right to bid shall be restored.

Employees who have adverse actions taken against them during the preceding twelve (12) months shall lose their right to bid for up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If on appeal, the employee is exonerated, his/her to bid right shall be restored.

D. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such a bid or position creates a nepotistic situation, notice must be given to the employee.
2. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

E. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) calendar days of the request.

F. Post and Bid Review

At each Veterans Home, Management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with the SEIU representatives for the purpose of reviewing compliance with the Post and Bid provision.

G. Seniority

1. For the purpose of this provision "seniority" is defined as one point for each qualifying month of full-time State service. In case of ties in seniority, assignments will be determined by employees with the greatest amount of seniority in the RCUL classification. If further tie exists then ties will be broken by draw of lots.
2. Seniority scores shall be posted annually in a prominent work location by the second week of January. Each employee has ten (10) calendar days from the date of posting to contest scores.

I. Implementation

The provisions of this section will be implemented six (6) months after the ratification of the agreement by both the State and the Union membership, then every twenty-four (24) months in January.

SEIU 1000 JA
6/15/2016
11:36pm

Patricia J Heyman

Janet Sass Lewenott

TA 11:36 p
6-16-16
Pam Manwiler
Robert Gray
Lyquiron Hunt
Mary Ann Monahan
Rosemarie Speth
Annette Kahn

3:17pm
6/15/2016

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 2

The Union proposes the following new language:

XX.XX.20 CDCR Vacation Scheduling – Dental Assistants and Dental Hygienists (Unit 20)

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

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

SEIU 1000
TA 6/15/2016
3:49pm

TA 3:49 p
6-15-16
Pam Manwiller
Robert [illegible]
Rosemarie Speth
Marjorie Monahan
Tyquinon Fisher
Annette Kam

Janet Bessie Dennott

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

21.1 Telecommute/Telework Program (Excludes Unit 17)

A. Telework is defined as performing work one (1) or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.

B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the 2010 Statewide Telework Model Program.

C. Formal written telework or telecommuting policies

and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.

D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.

E. Upon written request, no more than once each fiscal year, representatives of the CalHR will meet with three (3) representatives of SEIU Local 1000 to discuss improvements to the 2010 Statewide Telework Model Program. Union representatives shall serve without loss of state compensation for this meeting.

SEIU 1000
4:50pm
6/2/16

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 Units ~~1 and~~ 14)

A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under Article 6.

B. The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the sole source of attendance reporting or as the sole ~~source~~ of discipline.

6-10-16 4:33 pm
SEIU 1000 TA

TC Reason
4:33 pm 6-10-16 pm

TA 10:33 am
6-10-16.
pam manwiller
T Navarrette

6/9/2016 9:03 PM

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

21.3 Class A and Class B Commercial Driver's License (Excludes Unit 17 and 21)

A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs, relating to the obtaining of a Commercial Driver's License, which become available to the State.

B. Medical Examinations

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by

TA SEIU 1000

TA 6-2-16

their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.

2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:

   a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and

   b. A second medical examination is authorized and conducted; and

   c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

C. Fee Reimbursements

1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B Commercial Driver's License and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B Commercial Drivers' License and any endorsement(s), or (3) in a classification where a Class A and/or Class B Commercial Driver's License is an additional desirable qualification, provided:

   a. The employee is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;

   b. The employee has a valid, current medical certification acceptable to DMV;

   c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.

3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's license and Medical Examination

1. Upon ten (10) work days advance notice to the Department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:

TA SEIU 1000

a. The examination is scheduled during the employee's scheduled work hours; and

b. The examination does not interfere with the operational needs of the department.

2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

LOCAL 1000 SEIU Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

21.22.20 Licensure/Certification (Unit 20)

A. The State and the Union recognize there are various licenses and certifications held by the employees. Accordingly, the parties agree that employees shall not practice, nor shall they be required to practice, in any manner which places their license/certification in jeopardy.

B. This section is not arbitrable; however, it may be grieved to the third (CalHR) level.

TAC 1:10pm 5/17/2016

UNION

STATE 5-17-16 1512

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date 10-10-16

Proposal No: 1

SEIU Local 1000 TA 2:46pm 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 Mo[illegible]
Bruce [illegible]
Karen [illegible]
Brad Willer
Robert Vega
[illegible]
[illegible]
[illegible] BU20
Miguel Cordero BU21
Brooke Pierson
[illegible]

TA 12:00 pm
6-27-16
Pam Manwiller
Khayrie
Pat Wilson
S. Sahl
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
Tiffany Navarro
Marlene Schultz
Stacy [illegible]

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.

TA 2:45 pm 12-3-16

SEIU LOCAL 1000

1045am

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 Manwiler

Pat Wilson

Pat Wilson

Marlene Schultz

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

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
Pam Manuel

Pat Wilson

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

LOCAL 1000 SEIU Stronger Together

Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

1000

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.

TA 1033a 6-10-16 Pam Manville

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.

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.

TA 10:33 am 6-10-16 Pam Manuel

Attachment

This document is developed for the purpose of implementing the collective bargaining agreement. Department personnel and Union representatives are encouraged to discuss/resolve access problems if they arise.

The Union shall provide advance notice of its intent to visit worksites. Departments shall notify the Union of the appropriate

Marlene Schultz
Pat Wilson
T Navarrette
S. Miranda

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.

TA 10-33 6-10-16

Pam Manwiller

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the Union and its members.

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

Marlene Schultz

Pat Wilson

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

Brad Willis
Robert Vega
Mar S Patton
Rionna Sier
Mark Cordina
Brooke Pierson
Marga Mendez

TA 10:33 a
6-10-16
Pam Manville
Marlene Schultz
+ Navarrette
S. Sabl
Cynthia
P Amant
Stephanie Pat
H Herrera
Pat Wilson

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 4:50 pm
6-2-16
Pam Manwiller

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

Pat Wilson

Robert Vega

Marlene Schultz

T Navarrette

6/1/2016 7:29 PM

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 12:33 pm 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 P 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

LOCAL 1000
SEIU
Stronger Together

Union Proposal

Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 16.20

Any provisions of the contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

TA @ 1:10pm
5/17/2016

UNION

STATE
5-17-16 1512

Annette Kahn

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@ 1:50pm 6/2/2016

TA 6-2-16

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
Pam manwik