



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

1.1 Recognition

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A. (Unit 21) Pursuant to Public Employment Relations Board (PERB) Decision S-SA-SR-21, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Education Consultants and Library Bargaining Unit, hereinafter referred to as Unit 21. Unit 21 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 21 shall be incorporated in the Contract.

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.

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

SEIU 1000 TA

Myra Cole

~~*[Signature]*~~

Joanne Vorkies

[Signature]

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Union Proposal
Master Table

Date _____

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The Union proposes the following rollover language:

TA SEIU 1000

2.1 Union Representatives

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

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

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6. AWOLs and appeals to set aside resignations;
7. Discussions with management regarding denials of reasonable accommodation;
8. The CalHR statutory appeal hearings.

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

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

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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.

TA SEIU 1000

- ~~Paul Miller~~
- ~~Bruce Thiel~~
- ~~John Miller~~
- ~~Paul Willis~~
- ~~Robert Vega~~
- ~~Mike & Kate~~ Chm 15
- ~~Alamant~~
- ~~Robert BU 20~~
- ~~Nguel Carlin BU 21~~
- ~~Brooke Perry~~
- ~~Marlene~~

TA 480-P
6-2-16
Pat Manwick

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Pat Wilson



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

2.2 Access

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

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

Brendy Mord
Bruce Thiel
Joseph Rahn
Frank Miller
Robert Legon
Steve Statler
Cal Casant
OS
Tommy Baker
BU21
Angie Corbin BU21
Brooke Kemper
Mark Madson

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Pam Mardich

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Pat Wilson
Helen
475mond
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Girly



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

2.3 Use of State Equipment

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



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TA SEIU 1000

Brendy J. Mott

Bruce Theel

Joseph P. Debra

Brad Wells

Robert T. Giga

~~Mary S. Hatcher~~

~~KL [unclear]~~

~~Ronald J. [unclear] BU 20~~

Mykel Gordon BU 21

Brooke P. [unclear]

Mary M. [unclear]

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

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Pam [unclear]

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P. Wilson

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[unclear]

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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

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S.A.
Gilly
H.H.
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PK
LGP
T.V.
S. Lincoln
Marilyn Schultz
D. Wilson
D. Wilson
S.A.

Bea
S.A.
B.W.
M.P.
M.E.

P.F.
B.P.
M.

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

- D. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.
- E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.

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

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Bruce [Signature]

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Brad Wilho [Signature]

Man [Signature]

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M. J. [Signature]

Brooke [Signature]
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Union Proposal

Master Table

Date 6/5/16 10³⁶

Proposal No: 1

The Union proposes the following rollover language:

2.5 Use of State Facilities

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

SEIU 1000 TA

Blanch J. Mott
Bruce Theel
Sarah DeR...
Brad Willis
Robert Vega
Mary St...
X. Cant...
Rickard...
Mary Ter...
Bridgette P...

TA 10³³
6-10-16
Pam Manwiller

Marlene Schultz
Stephanie...
T. Navarrette
Khayree
Pat Wilson
J. Beck
Sympo...
SSah
Sullivan
Postman



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.

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M. H. (Unit 1)
Steve Threl, Unit 3
Dyana Parker BU14
Paul Willis BU11
Robert Vega BU14
Walter BU15
Curt BU17
[Signature] BU20
Paul Cook BU21
Steve [unclear], Staff
[unclear]

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TH 4:30 PM
6-2-16
Pam Marshall

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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.

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Unit 1
Unit 3
BU 4
BU 11
BU 14
BU 15
BU 17
BU 20
BU 21
Staff
Med

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TA 4:50 p
6-2-16
Team Manager

Handwritten signatures:
P. Wilson
Smart
S. King



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

2.8 Union Steward Protection

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

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

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

2.9 Union Information Packets

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

TA SEIU 1000

Brenda J. Mott
Bruce O'Neil
Susan M. [unclear]
Brad Willis
Robert Vega
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Kousser
Michelle Cordeiro
Brooke Pierman
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JA
06/05/2016
10:35am
Tom Manville
S J Bero
D. Wilson
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G. M.
P. Amant
H. [unclear]
K. [unclear]
S. [unclear]
J. [unclear]
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Zellman
Marian Schultz



Union Proposal
Master Table

Date _____

Proposal No: 1

TA SEIU 1000 The Union proposes the following rollover language:

Handwritten notes:
Bridgely - Mott, Unit 1
Lynn Shel, Unit 3
Cynthia Peterson BU 4
Paul Willis BU 11
Robert Vega BU 14
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Marilyn Cawant BU 17

2.10 Orientation

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

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

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

Handwritten notes:
Rosa Jones BU 20
Paul Carter BU 21
Linda Pincop, staff
Marty Meade

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

**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.

Andy Man
Bruce Sheel
John Sheel
Brad Willes
Robert Vega
James S. Foster
Richard J. ...
Michael Carlos Buzi
Booker P. ...
Margherita

*TA 4:50 p.m.
6-2-16
p.m. Monday*

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

3.1 Union Security

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

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

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

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

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

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

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

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Bobby Mack
Bruce Sheff
Joseph P. [unclear]
Brad Willis
Robert Vega
Mae [unclear]
Nancy [unclear]

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Mendoza

Handwritten signatures:
Ruth [unclear]
Miguel [unclear]
Sue [unclear]
Cindy [unclear]

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Union Proposal
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The Union proposes the following rollover language:

3.2 Release of Home Addresses: Non Law Enforcement Employees

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

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

C. Home Address Withhold Notification to Employees

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

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Parent
Mandula

D. Release and Use of Addresses

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

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E. Home Address Mailings by the State

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

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Pam monthly

F. Address Confidentiality

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

G. Costs Reimbursable

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

H. Hold Harmless and Indemnification

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

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TA SEIU 1000

Brandy Mott
Bruce Thiel
Sophie
Brad Willy
Robert Vega
Mars
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Najed Gordon 2024
Brooke Perry
Ondrej

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.

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6-2-16
Pam Manville

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Stephanie Torres

[Signature]

Smiley

6-2-2016
Pat
Marlene Schultze
Katherine
D
S. S.

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Patty
Mary



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000 4.1 State's Rights

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

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The Union proposes the following rollover language:

SEIU 1000

5.1 No Strike

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

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

Brendy Mott
Bruce Sheel
Bob Miller
Bob Miller
Robert Vega
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Conrad
Ronald
Greg Gocher
Robert Pierra
Marshall

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.2 No Lockout

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

TA SEIU 1000

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Bruce Sheel
Sophie Perle
Brad Willis
Robert Vega
Man Vetter
K. Conroy
R. [unclear]
Miguel Carlos Buzi
Brooke Picompa
Margaret [unclear]*

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PJ [unclear]
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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

Brendy Mob

Bruce Shel
Sophie Pellin

Brad Will

Robert Vega

~~Man Stettin~~

~~Conrad~~

Ramona Pardo

Miguel Cardona BU21

Brooke Piempa

Mary Knell

TA 450 p
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Dan Marullo

Khairi

John Stoltz
Klaus

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

5.6 Supersession

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

A. Government Code Sections

1. General

19824

Establishes monthly pay periods.

19838

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

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

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

2. Step Increases

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

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

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

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

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MSAs are denied due to lack of funds.

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

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

3. Holidays

19853 Establishes Holidays

19854 Adds Personal Holiday

4. Vacation

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

19856.1 Allows CalHR to establish rules for vacation accrual for

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absences of ten days or less.

19858.1

Establishes vacation earning rate.

19863

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

19991.4

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

5. Sick Leave

19859

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

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19861

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

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- 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

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

7. Industrial Disability Leave (IDL)

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

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19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.

19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.

19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.

19876 Payments contingent on medical certification and vocational rehabilitation.

19877 Authorizes CalHR to adopt rules governing IDL.

19877.1 Sets effective date.

.8. Non-Industrial Disability Insurance (NDI)

19878 Definitions.

19879 Sets the amount of benefits and duration of payment.

19880 Sets standards and procedures.

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- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other case payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedure; determination and payment of benefits.
- 19885 Authorizes CalHR to establish rules governing NDI.

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9. Life Insurance

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

10. Health Insurance

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

11. Work_wWeek

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

12. Overtime

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

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19863

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

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

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

13. Deferred Compensation

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

14. Relocation Expenses

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

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18. Involuntary Transfers

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

19. Demotion and Layoff

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

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

19997.8 Allows demotion in lieu of layoff.

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

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

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

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

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19997.13

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

19998

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

19998.1

State restriction on appointments.

20. Incompatible Activities

19990

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

21. Training

19995.2

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

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management-initiated changes.

19995.3

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

TA SEIU 1000

Brenda Mod, Unit 1
Bruce Neal, Unit 3
Sophia Pein BU 4
Errol Willie BU 11
Robert Vega BU 14
Tom Staffer BU 15
Kimberly Cant BU 17
Ronda Lee BU 20
Juel Adams BU 21
Brooke Piempa staff
Margaret Lee

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Pam Manville

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~~John Kozala~~
J.B. [Signature]
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.7 Non-Discrimination

TA SEIU 1000

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

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

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

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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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Bruce Sheel
Joseph P. ...
Bridget ...
Robert Vega
Mario ...

K. ...
Michelle ...
Myra ...
Brooke ...
Margaret ...

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Marilyn Schmitt
T. Navarrette
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.10 Labor/Management Committees

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

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

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

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

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TA SEIU 1000

Brendy J. Mott
Bruce Thal
Joseph Allen
Brad Willis
Robert Heger
Maurice Smith
K. P. Smith
Ronda Jones
Myra Cole BU 21
Brooke Perry
Mary Mader

and Union representatives selected by the Union.

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

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P. Wilson
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Union Proposal

Master Table

Date 6-5-16

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Proposal No: 1

The Union proposes the following rollover language:

5.12 Upward Mobility Program

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

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- Bruce F... ..
- Josh... ..
- Brad Willis
- Robert Negea

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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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Bruce Theel

Sophia Allen

Bruce Willes

Robert Heger

Max Skutt

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Miguel Cardon DU 21

Brooke Piesma

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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

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Proposal No: 1

The Union proposes the following rollover language:

LOCAL 1000 TA

5.18 Budget Solutions Task Force

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

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

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[Handwritten signatures: John K... and others]

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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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 Mark Schultze
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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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Bruno Motta
Bruce Thal
Joseph Pein
Bud Wells
Robert Vega

Mark Waters

X Conant
Zona

Myra Cook

Brodie Pierce

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Marilyn Schultz

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Union Proposal
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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

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Stephanie
Khanie
Crystal
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J. B. B. B. B. B.
Pat Wilson
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schedule by mutual agreement. The first meeting shall take place no later than September 1, 2016.

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

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

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Brenda Mott
Bruce Sheef
Sophia Park
Brad Willes
Robert Rego
Mau S. Y. Lee
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R. ...
M. ...
L. ...
Marguerite

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Stephan ...
Khayrie
Pat Wilson
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J. ...
Nathaniel ...
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.1 Purpose

TA SEIU 1000

- Brenda M... 1
- Grace... Unit 3
- Stephen... BU 4
- David... BU 11
- Beth... BU 14
- John... BU 15
- Kimberly... BU 17
- Ronald... BU 20
- Myra... BU 21
- Brooke... Staff
- Margie...

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:

LOCAL 1000 TA

6.2 Definitions

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

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

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

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

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

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

SEIU 1000 TA

- Pamela Moore
- Bruce Sharp
- Sarah Rice
- Brad Willis
- Robert Vega

TA 900 am

6-6-16

- Pam Manville
- Pat Wilson
- Marlene Schultz
- S. Davis
- Travarette
- rs Smart
- H. H.

- Man State
- St. Vincent
- Winnipeg
- Nyel Bobo
- Brooke Pierce
- Max Marshall

- J. J.
- Khayn
- Christy
- W. J.
- Q. N.
- S. S. K.
- G. M.
- D. S. K.



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.3 Time Limits

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

TA SEIU 1000

Brady Mot

Bruce Theel

Sophia Bell

Bruce Willis

Robert Vega

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Brooke Pierce

Mark [unclear]

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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.

TA SEIU 1000

Bruce M...
Bruce Sheel
S. K. ...

Brad Willy
Robert Vega

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Brooke Perry
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Proposal No: 1

The Union proposes the following rollover language:

6.6 Informal Discussion

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

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- Brenda J. M... #1
- Bruce Thiel
- Sophi... P...
- Brad... W...
- Robert... N...
- Ma... S...
- Ma... S...
- Ron... S...
- M... C...
- Brooke... P...
- M... S...

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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.

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Brendy Moore

Bruce Truitt
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Brod Wilton

Robert Vega

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Kumar

Rita [Signature]
BU20

Mujat Cordova BU21

Brooke Pierra
marzmadu

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
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.8 Formal Grievance – Step 2

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

TA SEIU 1000

Bobby Mark

Bruce Theel
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Robert Vega

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Ronna Jones
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Myra Carter BU21

Brooke Perry
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.9 Formal Grievance – Step 3

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

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

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.11 Formal Grievance – Step 4

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

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

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.12 Grievance Review

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

TA SEIU 1000

Randy Mohr, Unit 1

Bruce Theel, Unit 3

Sophia Peche BU 4

Brad Willis BU 11

Robert Vega BU 14

~~Mary Patten~~ BU 15

Kimberly Grant BU 17

~~Ronnie~~ BU 20

Margaret Carter BU 21

Stacy Perry, Staff

Margy Meade

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6-2-16
Pam Manville

Pat Wilson
Valerie [Signature]

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S. Kemp 6-2-2016
Patty Almont

Marlene Schultz
K. Van [Signature]

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T. Marquette [Signature]



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 Wells
Robert Vega
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Union Proposal

Master Table

Date 6-5-16

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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

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

SEIU 1000 TA

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

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

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

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

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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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Pat Wilson

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Marilyn Schultz
S. Blumendi
T. Navarrette

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

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

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Union Proposal
Master Table

Date _____

Proposal No: 3

The Union proposes the following language:

7.1 Holidays

SEIU Local 1000 TA

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Brad Willis
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Mindy [unclear]
K. Lawant
Hannah [unclear]
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Brooke P. [unclear]
Margaret [unclear]

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.~~

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Pat [unclear]
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3. If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this Article. An employee shall receive compensation for only the observed or actual holiday, not both.

SEIU Local 1000 TA

Brenda J. Mott
Bruce Theel
Brad Willes
Robert Fegan
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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).7-11(L)
The personal holiday shall be credited to each full-time and part-time employee on the first day of July.

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

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

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

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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

~~Burt J. Mob~~
~~Bruce Sheel~~
Brad Willis
Robert Vega
~~Murphy~~

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

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

~~KC Cant~~
~~Rona Jones~~
Myra Cook
Brooke Pierson
Margaret M...

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

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Patty Adams
Margaret
Monica

K. Marlene Schmitt
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Pat Wilson
Patty Adams
Margaret
Monica

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.

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

PA
Maurice

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

Robert
John

K. Cant
Richard
Miguel
Gregory
Maurice

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Stacy
Pat Wilson
Patty Schmitt
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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

SEIU Local 1000 TA

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Bruce Shel...
Brod Wells
Robert Vega
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TIME BASE	HOURS OF MONTHLY VACATION OR ANNUAL LEAVE CREDIT PER VACATION GROUP									HOURS OF MONTHLY SICK HOLIDAY CREDIT
	7	10	11	12	13	14	16	17	18	
										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
3/4	5.25	7.50	8.25	9.00	9.75	10.50	12.00	12.75	13.50	6.00
5/8	4.38	6.25	6.88	7.35	8.13	8.75	10.00	10.63	11.25	5.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	8.00	8.50	9.00	4.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	6.00	6.38	6.75	3.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	4.00	4.25	4.50	2.00
1/8	0.88	1.25	1.38	1.50	1.63	1.75	2.00	2.13	2.25	1.00
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.80	13.60	14.40	6.40
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.60	10.20	10.80	4.80
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.40	6.80	7.20	3.20
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.20	3.40	3.60	1.60

Christina
Paula
Marla
Rosalee
Margaret

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

SEIU Local 1000 TA

Brandon Mork
Bruce Thiel
Brad Wells
Robert Fejn
Max Hill

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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Bridget Pierro
Margaret

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Pat Wilson
Patty Stewart
Michelle
Monica
John
S. S. Hill
Cynthia
Stacy
Wendy



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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

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 Pat Wilson
 Marlene Schultz
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 T. Navarette
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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

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collective bargaining status under which the election was made.

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

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

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

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

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

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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

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

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

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

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

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SEIU 1000 TA

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

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

SEIU 1000 TA

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Joe Modica
Brad Willett
Robert Vega
Max Shatto
C. Evans
Ronald Lauer
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Brooke Piempa
Mary Newell

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Union Proposal
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Date _____

Proposal No: 1

The Union proposes the following language:

SEIU 1000 TA

8.2 Sick Leave

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

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

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

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

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

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

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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

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unauthorized reason.

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

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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.

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~~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~~

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

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

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

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

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

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

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

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Union Proposal
Master Table

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Proposal No: 3

The Union proposes the following language:

8.3 Bereavement Leave (Excludes 17 and 20)

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

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Myra
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Brooke

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

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

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

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Cmra P. Smart

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).

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

8.4 Parental Leave

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

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

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

- C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.
- D. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

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Bonnie J. Mott

Bruce Sheff
Sylvia P. Baker

Brenda Wilson

Robert Vega

Maureen Kelly
L. Cant

Ronald J. Brown

Miguel Contreras BUZ

Brooke P. Pimenta
Mary M. Muel

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

8.5 Adoption Leave

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

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

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

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Brenda Willes
Robert Vega
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Renee ...
Angela ...
Nicole ...
Margaret ...

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Union Proposal

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Proposal No: 1

The Union proposes the following rollover language:

8.6 Union Leave

TA SEIU 1000

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

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

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

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

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

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

7. Except in emergencies or layoff

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

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

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

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

B. Special Union Business Events

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

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A2 through A10 above to attend the following governance meetings:

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

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

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 Sophia Miller
 Brad Wilkin
 Robert Vega
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 Ronald Miller
 Julie Carter Buzi
 Brooke Pierson
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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

8.7 Unpaid Leave of Absence

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

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

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

- 1. Union activity;

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- 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.

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- 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.



Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

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

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

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

- B. Upon request of an employee and upon

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

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

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

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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.

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

8.9 Catastrophic Leave - Natural Disaster

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

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

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

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

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 Josephine
 Brad Wells
 Robert Vega
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 Myrl Conner
 Brooke Pevon
 Mary Madall

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PJ Smart

D. Anthony
 MS

G. M.
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Union Proposal
Master Table

Date _____

Proposal No: 3

The Union proposes the following language:

8.10 Release Time for State Civil Service Examinations

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

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[Handwritten signatures: Stephanie, Charmee, Amanda, S. Saha, T. Navarrete, J. Bae, C. G. B., H. M., J. P. 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.

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Union Proposal
Master Table

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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.

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Bruce Sheel

Brad Willis

Robert Vega

Max Spitta

Ronald Jones

Miguel Carlos Buz

Brooke Pierman

Margaret Meeker

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6-2-16
Pat Wilson

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Marlene Schultz
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.12 Leave Credits Upon Transfer in State Service

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

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

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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.

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

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

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

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Brenda Mitt
Bruce Theef
Sue Miller
Bruce Miller
Robert Vega
Mary Miller
Ronald James Brown
Miguel Cordova Bv21
Brooke Puentes
Mary Macdon

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6-2-16
Pam Manville

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Gina
Sandra 6-2-2016
Helen
Marlene Schultz
Kla Sor
S.Son
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T. Manville
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Patty Ahmad
Pat Wilson
S. Miranda
D. [unclear]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.14 Jury Duty

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

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

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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.

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4:50pm
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Brendy Mah
Bruce Theel
Sophie
Brad Williams
Robert Vega
Mar Statz
Nancy
Ronda
Myel Gordon
Sue Pierra
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Union Proposal

Bargaining Unit 21

Date 06/03/2016 1415 ATP

Proposal No: 1

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6-3-16 3:30pm

The Union proposes the following rollover language:

8.15.21 Personal Leave – Voluntary (Unit 21)

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

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

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

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

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E. Personal leave (including time accrued via the VPLP, personal leave program in effect from July 1, 1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) shall be requested and used by the employee in the same

manner as vacation or annual leave.
Request to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave.
Employees may not be required to use personal leave credits.

F. At the discretion of the State, if funds become available, as determined by the Department of Finance (DOF), all or a portion of unused personal leave credit (including time accrued via the VPLP, personal leave program in effect from July 1, 1992 through December 30, 1993, and the personal leave program in effect from October 1, 2003 through September 30, 2004) may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the applicant of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, CalHR, Deferred Compensation Program as

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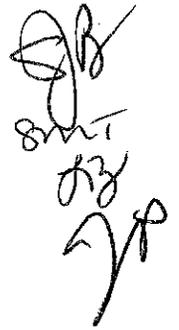
permitted by federal and state law.

G. Participating employees shall be entitled to the same level of State employer contribution for health, vision, dental, flex-elect cash option and enhanced survivor's benefits he or she would have received had they not participated in the VPLP.

H. The VPLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation or merit salary adjustment.

I. The VPLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.

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

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

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

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

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.16 Family Medical Leave Act (FMLA)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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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

Brendy Mohr, Unit 1

Bruce Wheel, Unit 3

Sophia Peters BU4

Brad Wilkins BU4

Robert Vega BU4

Max ~~Stall~~ BU15

Kimberly Cavant BU17

~~Ronald~~ BU20

Miguel Carbon BU21

Brooke Pierson, Staff

Margaret

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Pam Mawick

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S. Simpson 6-2-2016

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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

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

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

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

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

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

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Joshua
Brad Wilber
Robert Vega
Maurice
Luisa
Ronald
Miguel Carbon
Cecilia P...
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.18 Work and Family Participation

A. Family Activity

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

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

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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

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

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Sophia...
Brenda...
Robert Vega
Mary...
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Richard...
Michael Gordon
Suzanne...
Margaret...

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6-2-16
Pam Manuila

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P. Smart
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Karyn...
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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

8.19 Paid Time Off – Precinct Election Board

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

TA SEIU 1000

- Brenda J. Mark, Unit 1
- Bruce Sheel, Unit 3
- Sophia Pecher BU4
- Brad Willis BU 11
- Robert Vega BU 14
- Max ~~Walter~~ BU 15
- Kimberly Carant BU 17
- Rhonda ~~Walter~~ BU 20
- Miguel ~~Carant~~ BU 21
- Brooke Pilsch, Staff
- Margie ~~Walter~~

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H. *[Signature]*

Marilyn Schultz T. Navarrette

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.20 Blood Donation Programs

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

EU TAE
4:50pm
6/2/2016

Brenda Motta

Bruce Sheaf
sup to Peter

Brad Allen

Robert Alega

Mark Valt

James Scott

Ronnie Jones

Paul Colson

Brooke Plesner

Consultants

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Union Proposal

Bargaining Unit 21

Date 06/03/2015 14

Proposal No: 1

The Union proposes the following rollover language:

8.21.21 10-12 Leave (Unit 21)

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

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

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

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

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

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Myel Cook
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Jenna Russell
Joanne Varkias

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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 3

The Union proposes the following language:

8.28.21 Educational Leave (Unit 21)

A. The department head or designee may approve educational leave with pay the use of accumulated educational leave credits to attend or participate in educational or research programs at accredited schools, colleges, universities, or local educational agencies for the purposes of further instruction in subjects related to the employee's work assignments and/or achievement of departmental goals or missions. It may also be used for the purpose of completing an employee's individual Bachelor's, Credential, Master's or PH.D Doctorate program. Educational leave may also be used to attend workshops and seminars for career and professional development in subjects related to the employee's work assignment, and/or achievement of departmental goals, and/or professional growth as a state employee.

~~B. Upon ratification of the contract, an Education Leave Pilot Program will be initiated for the purpose of encouraging scholarship, professional development opportunities, partnerships, professional achievement, and/or~~

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J. Boyd
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6-3-16
SEIU-1A 3:35pm

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~~achievement for a personal goal for the mutual benefit of the employee and the department. Requests per this Pilot Program will continue to meet the criteria above in Section A. Unit 21 members with 5 years of service or more will have the opportunity to request one month of education leave. After 18 months of the Pilot Program, the Union and the State will meet to discuss its progress and ways to improve it.~~

- ~~B. C.~~ Only Unit 21 employees in classifications listed in the attachment entitled "Educational Leave" are eligible under this provision.
- ~~C. D.~~ The department head or designee may limit the number of persons on educational leave commensurate with departmental work requirements and availability of an appropriate substitute.
- ~~D. E.~~ Eligible employees must have a State civil service appointment of half (1/2) time or more and must complete at least one year of continuous service in a classification which accrues educational leave before being granted such leave. Intermittent employees shall not be eligible.
- ~~E. F.~~ Eligible employees will be credited with educational leave at a rate of ten (10) hours per month for full time employees and on a pro rata basis for part time employees. Pro rata accrual rates are included in the attachment entitled Leave Hours for Reduced Times Bases. Portions of months of service shall not be counted or accumulated.

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Time Base	Hours of Monthly Vacation Leave							Hours of Monthly Educational Leave					Hours of Monthly Educational Leave	Hours of Monthly, Sick Leave, Bereavement Leave and Holiday Credit
	7	10	11	12	13	14	15	11	14	16	17	18		
													10	8
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	2.20	2.80	3.20	3.40	3.60	N/A	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	4.40	5.60	6.40	6.80	7.20	N/A	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	6.60	8.40	9.60	10.20	10.80	6.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	8.80	11.20	12.80	13.60	14.40	8.00	6.40
1/8	.88	1.25	1.38	1.50	1.63	1.75	1.88	1.38	1.75	2.00	2.13	2.25	N/A	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.75	3.50	4.00	4.25	4.50	N/A	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	4.13	5.25	6.00	6.38	6.75	N/A	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	5.50	7.00	8.00	8.50	9.00	5.00	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	6.88	8.75	10.00	10.63	11.25	6.25	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	8.25	10.50	12.00	12.75	13.50	7.50	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	9.63	12.25	14.00	14.88	15.75	8.75	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	1.10	1.40	1.60	1.70	1.80	N/A	.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	3.30	4.20	4.80	5.10	5.40	N/A	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	7.70	9.80	11.20	11.90	12.60	7.00	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	9.90	12.60	14.40	15.30	16.20	9.00	7.20

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F. G. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.

G. H. When an employee is granted time off for educational leave, such time off shall be deducted from his/her educational leave balance. Notwithstanding the WWG E provisions in article 19.19.21 of this agreement, educational leave may be charged on a part-time basis in one-hour increments.

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H. I. When on educational leave, employees shall continue to be eligible for salary adjustments, and shall receive credit for annual leave, vacation, sick leave, educational leave or any other benefit which would normally accrue during such work period.

I. J. An eligible employee who is appointed without a break in State service to a position ineligible to earn educational leave credits shall retain all accrued educational leave but shall not be permitted to take educational leave unless the employee returns to an eligible position. Employees who do not return to an eligible position shall, upon retirement, be eligible to convert any previously unused educational leave credits as provided in Government Code section 20963.1.

J. K. An eligible employee who separates from State service and returns to an eligible position in less than six (6) months shall be credited with any previously unused educational leave credit and shall commence to accrue and use educational leave on the first of the pay period following completion of one month of qualifying service. Eligible employees who separate from State service and return within six (6) months to a non-eligible position shall lose any unused portion of previously accrued educational leave unless they return to an eligible position within six (6) months of the date of separation.

K. L. An eligible employee who separates from State service for six (6) months or longer loses any unused portion of previously accrued educational leave.

L. M- Requests under this section shall not be unreasonably denied. A denial of educational leave, along with the reason for the denial, shall be given to the employee within fifteen (15) days of the request, and may be appealed to Step 3, ~~DPA~~, LAHR under the grievance procedure, which shall be the final level of appeal. TE 4:48 ACU
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M. N- An employee returning from educational leave shall have the right to return to his/her former position. The term "former position" is defined in Government Code section 18522. DB
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a. BU21 classifications Eligible to Receive Educational Leave

CLASS CODE	SCHEM CODE	CLASS TITLE
2718	FG66	American Indian Education Assistant
2719	FG65	American Indian Education Consultant
2750	FG83	Bilingual/Migrant Education Assistant
		Bilingual/Migrant Education Consultant (Retitled 10/6/87 from Bilingual/Bicultural
2758	FG80	Education Consultant)
2715	EQ61	Career-Vocational Education Assistant
		Career-Vocational Education Consultant (Revised 10/4/94 from Vocational Education
2722	EQ58	Consultant)
2513	EN50	Agricultural Education Consultant
2517	EN90	Business Education Consultant
2514	EO20	Health Careers Education Consultant
		Home Economics Education Consultant (Retitled from Homemaking Education
2520	EO50	Consultant 10/4/94)
		Industrial and Technology Education Consultant (Retitled from Industrial Education
2524	EO90	Consultant 10/4/94)
2837	FB65	Child Development Assistant
2834	FB64	Child Development Consultant
2616	EU20	Consultant in Mathematics Education

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2769	FG30	Consultant in Physical Education
2774	FG60	Consultant in Pupil Personnel Services
2620	EQ70	Vocational Education, Gender Equity Consultant
2655	ER95	Education Programs Assistant
		Education Programs Consultant (Retitled from Education Administration Consultant
2656	ER90	7/29/86)
2589	ER76	Assistant Field Representative, School Administration
2573	ER80	Field Representative, School Administration (Specialist)
		Nutrition Education Assistant (Retitled from Nutrition Education & Training Assistant
2260	FG45	2/19/97)
		Nutrition Education Consultant (Retitled from Nutrition Education & Training
2261	FG50	Consultant (Nonsupervisory) 2/19/97)
2773	FG41	School Health Education Assistant
2772	FG40	School Health Education Consultant
2754	FF59	Special Education Assistant
2764	FF60	Special Education Consultant
*2642	EX10	Education Research and Evaluation Assistant
*2643	EX20	Education Research and Evaluation Consultant
*2549	EM25	Community Colleges Program Assistant I
*2550	EM30	Community Colleges Program Assistant II
*2539	EM51	Specialist in Academic Planning & Development, CCC
*2530	EM85	Specialist in Agricultural Education, CCC
*2531	EM87	Specialist in Business Education, CCC
*2540	EM89	Specialist in Criminal Justice Education, CCC
*2544	EM54	Specialist in Employment & Certification, CCC
*2508	EM70	Specialist in Facilities Planning & Utilization, CCC
*2525	EM82	Specialist in Fiscal Planning & Administration, CCC
*2458	EM91	Specialist in General Vocational Education, CCC
*2535	EM93	Specialist in Health Education, CCC
*2465	EM95	Specialist in Homemaking Education, CCC
*2534	EM97	Specialist in Industrial Education, CCC
*2551	EM55	Specialist in Information Systems & Analysis, CCC
2547	EM99	Specialist in Public Service Occupations, CCC
*2565	EM63	Specialist in Student Services Planning & Development, CCC
*2617	EU70	Assistant Consultant in Teacher Preparation
*2618	EU75	Consultant in Teacher Preparation (Examinations &
*2635	EU80	Consultant in Teacher Preparation (Program Evaluation & Research)
		Associate in Postsecondary Education Studies (Class established with Ranges A
*2566	EL68	& B and positions reallocated from Postsecondary Education Specialist I and II on

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		11/14/89)
		Senior Associate in Postsecondary Education Studies (Retitled from Postsecondary
*2506	EL70	Education Specialist III 11/14/89)
**2958	FM65	Library Programs Consultant
**8250	TN20	Nursing Education Consultant
**2742	EK10	Private Postsecondary Education Specialist
**2743	EK20	Private Postsecondary Education Senior Specialist
**2560	EM71	Specialist in Library Planning & Development, CA Community Colleges

- * Eligible only after 1/1/1988
- ** Eligible only after 1/1/2002

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b. Abolished BU 21 Classes Eligible For Education Leave Credit

CLASS CODE	SCHEM CODE	CLASS TITLE
2634	EW20	Consultant in Intergroup Relations (abolished 11/05)
2730	FD30	Adult Education Assistant I
2731	FD25	Adult Education Assistant II
2732	FD20	Adult Education Consultant
2588	ER74	Assistant Field Representative I, School Administration
2589	ER76	Assistant Field Representative II, School Administration (Specialist)
2765	FG90	Bilingual/Bicultural Education Assistant I
2759	FG85	Bilingual/Bicultural Education Assistant II
2832	FB68	Child Development Assistant I
2833	FB66	Child Development Assistant II
2770	FH86	Compensatory Education Assistant I
2776	FH88	Compensatory Education Assistant II
2782	FH90	Compensatory Education Consultant (On Footnote 24)
2701	FA60	Consultant in Gifted & Talented Education
2705	FB15	Consultant in Reading
2767	FG35	Consultant in School Nursing & Health Services
2622	EU60	Consultant in Traffic Safety Education
2594	ES60	Textbook Consultant
2608	FB50	Early Childhood Education Assistant I
2610	FB40	Early Childhood Education Assistant II
2607	FB30	Early Childhood Education Consultant
2662	ER96	Education Administration Assistant I
2663	ER93	Education Administration Assistant II
2483	EK86	Education Program Planning & Development Assistant

2484	EK87	Education Program Planning & Development Consultant
2793	FI17	Migrant Education Assistant I
2798	FI15	Migrant Education Assistant II
2783	FI10	Migrant Education Consultant
2612	ES98	School Approvals Assistant I
2613	ES95	School Approvals Assistant II
2609	ES90	School Approvals Consultant
2747	FG38	School Health Education Assistant I
2748	FG39	School Health Education Assistant II
2692	EZ15	Secondary Education Assistant II
2686	EZ20	Secondary Education Consultant
2694	EZ30	Secondary Education Administrator I (Nonsupervisory)
2761	FF40	Special Education Assistant I
2762	FF50	Special Education Assistant II
2583	EQ60	Vocational Education Assistant I
2721	EQ59	Vocational Education Assistant II
6976	QU10	Maritime Vocational Instructor I
6978	QU20	Maritime Vocational Instructor II
6979	QU30	Maritime Vocational Instructor III

SEW TA

Miguel Cordeiro

Joanne Cordeiro

Isabel Cordeiro

[Signature]

*JTB
SMT
JP*



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**8.31.21 Personal Leave Program: 1992 and 2003
(Unit 21)**

A. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation or annual leave. Employees shall not be required to use personal leave credits.

B. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash-out provision may differ from department to department and from employee to employee. Departments shall consider an employee's request to retain leave credits for future use rather than have the leave cashed out. Upon termination from State employment, the

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

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- C. If any dispute arises about this personal leave section, an employee may file a grievance and the decision reached at Step 3 (CalHR) of the grievance procedure shall be final and not subject to the arbitration clause of this Contract.

- D. An employee may request, due to personal hardship, all or a portion of unused personal leave credits to be cashed out at the employee's salary rate at the time the personal leave payment is made. Upon termination from State employment, the employee shall be paid for unused personal

leave credits in the same manner as vacation leave. Cash-out or lump-sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement.

SEOW
Miguel Cohen
~~John Smith~~
Munir Khalil
James (Joshua)
JL

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.32 Personal Leave Program (PLP) 2010 and 2012

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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.

Blanch J. Mott
Bruce Sheel
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Brad Miller
Robert Mega
Mark Miller
Vanessa
Roman
Myra Condon
Brooke Pieson
Margaret

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6-2-16
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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

8.34 Organ Donation

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

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

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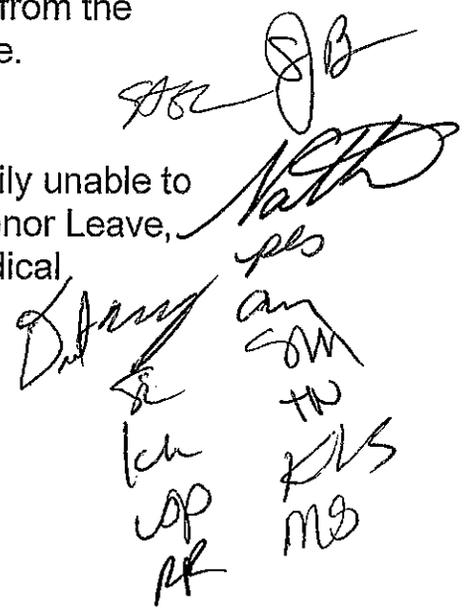
4. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
5. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
6. Employees must provide written verification to the appointing power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

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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.

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- 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.

Mindy Mott
Bruce Sheel
Joseph P...
Brie Will
Robert Vega
Mandy
Vanessa
Romana
Mandy
Debra Pierce
Margaret

TA 4:50 p
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Pam manville

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Management Proposal

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

Exclusive Representative: SEIU, Local 1000

Article: 8

Subject: LEAVES

8.35 INTENTIONALLY EXCLUDED



Union Proposal
Master Table

SEIU 1000 TA

Date _____

Proposal No: 1

The Union proposes the following language:

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

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

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

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Pat Wilson
T Navarrette

Nanette Schultz

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Stephanie
Bismant Ari M

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provision of this law.

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

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

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

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Robert...
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Romana...
Nyul...
Scott...
Mary...

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Dora Manville
Pat Wilson
T Navanette
Marlene Schultz
Doris
S. S. A
Ging
Kharma
Concha
Stephanie
H. Herrera
H. Herrera



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

XX.X Prefunding of Post-Retirement Health Benefits

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

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

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

SEIU Local 1000 TA

Brandy Mills
Bruce Sheel
Sophia Khan

Brad Willes
Robert Vega
Mary Skutte
Kara
Kara
Kara
Kara
Kara

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Robert King
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Cynthia
Stacy
Pat Wilson
Patty
Marilyn
Monahan
Marilyn

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

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

SELV Local 1000 TA

Brenda J. Mohr
Bruce Sheef
Scott Miller
Brad Wells
Robert Leggo

Maura Hatter
Ronald Stewart
Kara
Mysti Cole
Maura

TA 248
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Tom
Maura
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John

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.

S. Sobel
Approved
Stacy
D. Wilson
Pat Wilson
Patty Smart
Alecia
Maura
Maura
D. Wilson
Maura

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

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Bruno J. Mitta

Bruce Green

Sophy Pen

Brad Wilen

Robert Figa

Mary Stalter

X. Cavallari

Roman

Amy Carter

Margaret

TA 245

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Tom Hault

John

S. S. J.

Constance

Stacy

Pat Wilson

Patty

Addison

Maryanne

Monica

Martina

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

SEIU Local 1000 TA

Brenda M...
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Rob...
Mary...
K...
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M...

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.

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Tam...
S. Sahle
D...
Pat Wilson
Patty...
A...
Mary...
D...
Mark...



Union Proposal
Master Table

Date _____

Proposal No: 2

— The Union proposes the following language:

SEIU 1000 TA

9.1 Health Benefit Plans (Excludes Units 3 and 17)

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

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Mansfield

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G. H.
Travarette
Stephanie
Pat Wilson
Steve
S. Jenkins
C. H.

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S.S.L.
J.P.

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

B. Dependent Vesting

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

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

TA 10³⁰ +
6-11-16
manwith

Gilly
Mabarette
Port
Edmund
Cipriano

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

Nathaniel
D. [unclear]
Pat Wilson
Steve [unclear]
S. [unclear]
[unclear]

D.C. Health Benefits Eligibility

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

2. Permanent Intermittent (PI) Employees

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

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

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D. Smart
Cynthia

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S. N
Pat Wilson
Stacy
S. S. Lewis
S. J. O.

SEIU 1000 TA

Brendy M...
Sophia...

Brad Wells

Robert Vega

Man...
~~Man...~~

Ronald...

Alfred...

Broke Perry

Mary...

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 10²⁰ A

6-11-16

pam manilla

Jim
T...
re...

John

Pat Wilson
Cynthia

Pat Wilson

Pat Wilson

Pat Wilson
Stacy...

S. S. W.

Pat Wilson



Union Proposal
Master Table

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.

a. The State shall pay up to ~~\$40.74~~ \$37.28 ~~5-1-16~~ 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.

TA 10²⁰

Tam Manville

Trumanette

Stephanie

SSub S. Genu
S. Genu
S. Genu

Amber
N. Genu
Pat Wilson
Steph Manville

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

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B. Employee Eligibility

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

C. Family Member Eligibility

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

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Dawn Morik

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

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

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p/Amant
Cynthia

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S. Sch... S. Ferr...
SAG
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Nalley
Tommy
Pat Wilson
Streightman

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

Bandy MA
Joseph P...
Brad Willes
Robert Vega
Max Pat...
Rama...
Miguel...
Brooke...
Margaret...

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PDM mandillo

Jim
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S. Sak
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Wilson
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Union Proposal
Master Table

Date _____

Proposal No: 2

The Union proposes the following rollover language:

SEIU 1000 TA

9.3 Vision Benefit Plans (Excludes Units 3 and 17)

A. Program Description Basic Plan

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

B. Employee Eligibility

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

C. Family Member Eligibility

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

TA 10:20 PM
6-11-16
Dan
manwiler

Pat Wilson
[Signature]
G. M.
T. Mawarrette

[Signature]
Stephanie
Kloster
[Signature]
C. [Signature]
[Signature]

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D. Enhanced Vision Plan Option

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

SEIU 1000 TA

Branch M
S. Miller
Brad Wells
Robert Vega
Margaret
R. [unclear]
M. [unclear]
B. [unclear]
Margaret

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6-11-16
pam manville

[unclear]
T. manville
S. [unclear]
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SSA
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Cynthia
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Pat Wilson
Stacy [unclear]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

TA 10/18/16
6-27-16

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

SEIU Local 1000 TA

Brenda M...
Bruce Theel
Karen J...
Bruce Will
Robert Vega
May V...
K...
Ronald Jones
Nigel Corbin BuLi
Spoke P...
Margaret

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

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

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

Pat Wilson
Stacy Wilson
T. Navarrette
Adam S...
Donna Man...
Khay...
4/28/2016 5:19 PM
+A 7:46 PM
4-23-16

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

SEIU LOCAL 1000 TA

Brandy Mod
Bruce
Karen
Bridget
Robert
Mary
L
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Brook
Marg

TA 7:46 PM
4-23-16
Jim
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Mark
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

9.5 Employee Assistance Program (EAP)

TA 2nd P
6-2-16
John
Hawkins

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

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

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

TA 230
6-2-16
pam
manu

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

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

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

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Brendy Mord
Bruce Theel
John Hill
Brad Willes
Robert Vega
Maurice [unclear]
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Renee [unclear]
Miguel Cordova DUCI
Suzela Pimenta
Marga Madri

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Dawn [unclear]

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H [unclear]

Marlene Schultz
KVA Prok
SSu

Khayni
J [unclear]

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T Mawarrette

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Union Proposal
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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.

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Brendy Moore
Bruce Sheel
Josh Peden
Brad Willis
Robert Vega
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Miguel Conlin BU 21
Brooke Perna
Macyal [unclear]

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Pam [unclear]
Pat Wilson
Patty [unclear]
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S [unclear] 6-2-2016
H [unclear]
Marilyn Schultz
K [unclear]
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Union Proposal
Master Table

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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.

TA 4³⁰
6-2-16
Pam
manilla

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

Brenda J. Moore
Bruce H. Hines
Brenda L. Allen
Robert Vega
Mar. S. White
Linda S. Goff
Diana L. Brown
Yvel Cordora
Cecilia P. Ponce
Lizbeth

John
K. Smith
S. Sa
G. M.
Marlene Smith
S. Villavieja
J. Margarette
K. A. Sch
Khayree



Union Proposal
Master Table

Date _____

Proposal No: 2

SEIU 1000 TA

The Union proposes the following language:

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

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

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

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

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

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Bruce Thal...
Brad Willis
Robert Vega
Margaret...
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R...
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Booker...
Margaret...*

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Union Proposal
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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

Brady Mott
Bruce Theof
Sophia/Rehan
Brad Wilson
Robert Vega
Man Walter
Vanessa Scott
Diana Owen
Myra Cordero
Brooke Picompa
Margaret

TA 4:50 P
6-2-16
Jan Manuila

Pascha
Diana
Muller Schultz
S. Miramela
+ Margarette
Kla Son
SSA Pat Wilson
Khayma



Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

9.10 Employee Injury on the Job

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6/2/16

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.

TR 492
6-2-16
Pawit
manwith

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

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

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

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

Bruce Sheffield
Joshua
Brad Wilk
Robert Vega
Mansueti
Vanessa
R. Williams
Miguel
Brooke
M. ...

TA 4:50 pm
6-2-16
Tamara

Pat Wilson
S. ...
P. ...
S. ...
MS.
S. Miranda
T. Navarette
K. ...
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K. ...
H. ...



Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

LA SEIU 1000

9.11 Enhanced Industrial Disability Leave (EIDL)

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

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

C. The EIDL benefits will be equivalent to the

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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.

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6-5-16
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- 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

Brendy M...
Bruce Sheel
Suzette B...

Bruce Sheel
Suzette B...

Brad Wells

Robert Vega

Man Spatter

K. Camp

Ronald...
Buro

Miguel Cabrera BU21

Brooke P...
M...

Mary M...

G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.

H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

I. If a claim is denied by the department director, the Union may request a review by CalHR.

J. Within thirty (30) days of the ratification of this agreement, the parties will meet to discuss whether Bargaining Unit 3 employees working for the Department of Rehabilitation meet the criteria to be eligible for EIDL.

TA 2nd P
6-2-16
Jan Manwiler
Pat Wilson
Rally Ahmad

[Signature]
G. [Signature]
S. [Signature] 6-2-2016
A. [Signature]

Marian Schultz
K. [Signature]
S. [Signature]

Khayrie [Signature]
[Signature]
T. Mavaretto
S. [Signature]



Union Proposal
Master Table

Date _____

Proposal No: 2

The Union proposes the following rollover language:

9.12 Flex/Elect Program

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

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

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

SEIU 1000 TA

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6-7-16

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

SEIU 1000 TA

Brendy Mitt
Bruce Sheef
Sgt. Ken
Brad Willis
Robert Vega
Maurice
L. Carney
Romana
Myra Carter
Dorothy Pimento
Margaret

TA 10:41am
4-7-16
Pammartha

S. Minnick
Marlene Schultz
Pat Wilson
T. Marquette
S. Simon
H. Lee
K. Valdez
R. J.
S. S. L.
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J. J. [Signature]
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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

9.13 Long-Term Care Insurance Plan

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

TA SEIU 1000

Brendy Moh, Unit 1

Bruce Friel, Unit 3

Sophia Becker BU 4

Brod Willis BU 11

Robert Vega BU 14

Man ~~Stetter~~ BU 15

Kimberly Carant BU 17

Roma ~~John~~ BU 20

Myel ~~Coner~~ BU 21

Scotta ~~Pemoga~~, Staff

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Pam ~~Wendler~~
Pat Wilson
Patty Adams

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6-2-2016

Harriet ~~Pyol~~
Marilyn Schultz ~~Marwanette~~
Kla ~~See~~ S/B

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S. ~~Min~~



Union Proposal
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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.

TA@
4:50pm
leptade
Mindy M...
Bruce Sheel
B...
Robert Vega
Jan S...
R...
Paul...
C...
margaret

TA 4:50 P
6-2-16
P...
M...

[Large signature]
J...
P...
G...
M...
S. Sullivan
T...
K...
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.15 Industrial Disability Leave (IDL)

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

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

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

SEU TAE
4:50pm
6/1/2016

[Handwritten notes and signatures on the left margin]

TH 4³⁰
6-2-16
John Marshall

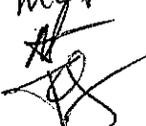
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[Handwritten signatures and initials: JF, SBL, per, an, MS, D. King, Pat Wilson, FW, FVS, lch, HA, up, H]

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.

EWTA
4:50pm
6/2/16



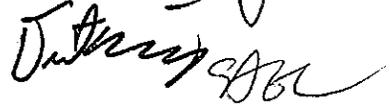
 BW
 RV
 MYP

 ME
 BP


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.


 4:50
 6-2-16
 Pam
 Manville

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.



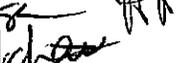
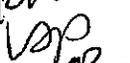


G. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are








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

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

Mandy Mott

Bruce Thiel

Joseph Pelt

Brad Wilcox

Robert Vega

~~Yuan Vetter~~

Lalessa

~~Donna~~

Agnes Linder

Mary Mott

TA 4:50 p

6-2-16
Sam Mander



SJA

~~Donna~~
PJ Arnold

SSA July

MO
Olivander

Travarette
Klaeser

Khayee
Pat Wilson



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.16 Group Legal Service Plan

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

TA SEIU 1000

Brenda J. Mohr, Unit 1

Bruce Theel, Unit 3

Sophia Perles BU4

Brad Willis BU 11

Robert Vega BU 14

~~Maria S. Patten~~ BU 15

Kimberly Conant BU 17

~~Roma~~ BU 20

Miguel Ambrós BU 21

Isabela Ramirez, Staff

Margaret Melchior

TA 2nd p
6-2-16
Tom M...
Pat Wilson

[Signature]

S. Sam... 6-2-2016

[Signature]

Marlene Schultz
K... S. M...

Out... S.S. [Signature]
Ichaynie T. Mavarietta

[Signature] [Signature] [Signature]
Patricia Ahmad

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.

BR
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 BR
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 MCP
 RE
 FG
 MC
 BP
 2

TA 420 P

6-13-16
 Pam Maxwell
 25
 Maryam Monahan
 Stephanie
 Chrissy
 Amanda

SSG
 SAGL
 6/13/2016 1:31 PM
 Pat Wilson
 [Handwritten signatures and initials]

- 5. SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, PNL (BU 3), or annual leave may be used to cover this period in its entirety.
- 6. A seven (7) day waiting period is required for PFL through December 31, 2017, therefore, sick leave, vacation, CTO, holiday, PLP, PNL (BU 3), or annual leave may be used to cover this period in its entirety. Beginning on January 1, 2018, an employee taking PFL as described in section A(1) to care for a family member will be eligible for benefits without the seven (7) day waiting period if the employee meets the requirements of section 3303 of the California Unemployment Insurance Code.

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

Handwritten notes:
 BA
 BLP
 BW
 MJP
 FG
 MC
 BP
 M

Handwritten notes:
 TA 4/26
 6-13-16
 Pam Manville
 Mary Ann Monahan
 Stephanie Art
 Shannon
 Cynthia
 S. S. Hill
 Maravette
 J.A.

Handwritten signature: Pat Wilson

Handwritten signatures and initials:
 SABL
 Ajinkya
 SP/NO
 H. H.
 O. S.

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

Brenda M. A.
Bruce
Sophia
Brad
Robert
Mary
My
Lester
Mary

PA 426
6-13-16
Jan
Maurice
Stephanie
Chayne
Cynthia
S. Sahle
Travante
Pat Wilson
Doris



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**9.18.21 Alternative Pre-Retirement Death Benefit
(Unit 21)**

Unit employees are subject to the alternate death benefit, a death benefit payable to eligible family members when death occurs prior to age fifty (50), provided by Government Code section 21547.

1:03 p.m.
TA'D SEIU
6-3-16
Myel Cord
[Signature]
Joan Vorkin

TA
06/03/2016
1530
Sj Bost
Sharm Taylor
Jul Petrus
Korazny



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.22 Health Benefits Advisory Committee

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

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

Wendy Mitt
Bruce Sheel
Suzanne
Brad Miller
Robert
Max Skater
Vanessa
Richard
Miguel Cordo
Brooke Pierra
matyubnech

4:50 p
6-2-16
Tom Mawler
[Signature]

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S. Su
MS
S. Miramela
+ Margarette
K. [Signature]
Karynne
Pat Wilson
[Signature]



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

Burt J. Mitt
Bruce Thiel
Sophie
Brad Wilkin
Robert Vega
Don Cooper

K. Caravita
Francine
Myra

TA

6/16/16

9:30

Jam Manville

Travante

Pat Wilson

man

D. [unclear]

Marlene Schuttz

SS [unclear]

JB

Haynie

[unclear]

6/16/2016 6:39 PM

[unclear]

Stephanie [unclear]
Cynthia [unclear]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.1 Health and Safety Commitment

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

TA SEIU 1000

Branch of Mot
Bruce Sheel
Suzanne Peterson
Brad Willes
Robert Vega
Mac White
K. G. Gandy
Roma
Myra Calve 15021
Brooke Perryman
Mara Mader

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

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D. Wilson
D. Wilson
J. Porter
K. Gandy
Mara Mader
S. Smith
K. Gandy
Mara Mader



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)

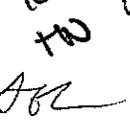
TA SEIU 1000



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 RI
 MCP


 BP


TA 6-2-16 2:30 pm
 Pam manila
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 Wans
 W
 LOP

 P. Wilson
 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.

TA SEIU 1000

Brend J. Most
Bruce Theef
Sophie Bell
Brad Wiler
Robert Vega
Mae Viper
Cangard
Rena Jones
Miguel Cardenas Bu 21
Brooke Peerman
Northwood

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

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[Signature]

[Signature]
D. Williams
Kheya
+manwiler

S.S. Sch
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G.M.

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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

1:03 p.m.
SEIU TA
6-3-16

The Union proposes the following rollover language:

10.5.21 Health Promotion Activities (Unit 21)

A. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care costs, encourages departments and employees to participate in health promotion and injury prevention activities.

B. Departments may, based on operational needs, allow WWG 2 employees up to one full hour of administrative time-off (ATO) per month, to participate in State sponsored on-site health promotion activities.

C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the work site: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and flu immunizations.

Myra Gordon
[Signature]
Joanne Vorkies

TA
06/03/2016
15:30
Sprall
Shamir
Jill Pitts
Arroyo



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA @ 4:50pm
10.6 Emergency Evacuation Procedures
let pay

Bundy Mitt
Bruce Thal
Sophy
Brad Willes
Robert Hogg
Man Smith
Messa
Romana
Jul Condo
Brooke Prange
Margaret Mueder

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

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

Chayna
Marlene Schultz
Darius
John
Pat Wilson
Gilly
5-5ac
Chayna
Mavaretto
Hmart



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.7.21 Protective Clothing (Unit 21)

1:52 PM
6/11/16

- A. When protective clothing is required by the employee's supervisor, the State shall either provide the protective clothing or reimbursement of actual substantiated amounts for initial or replacement cost as necessary. Employees must request reimbursement in accordance with department policy. Reimbursement shall only be provided when the employee substantiates the expense by providing a receipt(s) for the required item(s). "Protective clothing" means attire that is worn over, or in place of, regular clothing and is necessary to protect the employee's clothing from damage or stains which would be present in the normal performance of his/her duties and/or which is required for the employee to protect the employee's body from possible injury.
- B. Protective clothing provided pursuant to this Section is State owned or leased property which will be maintained as the State deems necessary.
- C. Protective clothing damaged due to the

Julia Petrus
Guia Zwick
Lynne...
Sharon Taylor
S. J. ...

10:00 AM
SEIU Local 1000 TH
6-9-16
[Handwritten signatures]

negligence of the employee shall be replaced by the employee at his/her expense.

- D. The employee shall comply with any instructions provided by the State in regards to protective clothing.

DEIU TH

Myel Cord

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Massett

Frank Vorhies

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Jill Peters
Susagwick
Lynne Cronka
Shamta
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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

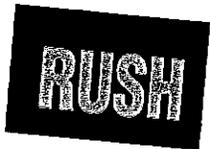
The Union proposes the following rollover language:

10.9.21 Safety Equipment (Unit 21)

The State is committed to providing protective and safety equipment for the personal protections of its employees, taking into consideration the various work environments and the inherent risks of various job assignments. The State shall determine the protective and safety equipment, by employee classification and job assignment. Denial of an employee request for safety equipment by the State shall be in writing.

11:52 PM
6/11/16
Jill Peltis
Dorothy
Ryan C...
ShamTay
J. Bae

10 AM
11:00 AM
7-16
Carol
K...
K...
K...
K...
K...
K...



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.11.21 Hazardous Materials (Unit 21)

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

B. 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.

#52
6/11/16
Jul Petrus
Grisa Zwick
Alyssa Cronkha
Sham Tany
SJBue

Local 1000
6-9-16

Carla
[Handwritten signatures]



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 2

The Union proposes the following language:

~~10.11.21 Hazardous Materials (Unit 21)~~

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

~~B. 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.~~

2:14 pm
SEIU TA
6-14-16

Handwritten signatures:
Muel Loren
[Signature]
Joanne Corkin

TA
06/14/2016
2813
J Bat

Handwritten signatures:
Julia Fetter
Lynne Cerqueira
Sharon Taylor



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

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

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

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

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

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.

TR 4:50p
6-2-16
per the manual

Andy Mitt
Bruce Shuf
Bob Ripstein
Brad Miller
Robert Vega
Mar S. Felt

Mymel Cahn
J. W. ...
Swoke ...
Margaret Mad...

Handwritten signatures and initials including: Mark Schultz, J. W., S. Sun, T. Maravette, Pat Wilson, and others.

6/1/2016 2:45 PM



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. Mott, Unit 1

Bruce Shel, Unit 3

Sophia Peche BU4

Bruce Miller BU 11

Robert Vega BU14

Man Watter BU15

Kimberly Cavant BU17

Ronald [unclear] BU20

Margie Carlin BU 21

Ernesta Pimenta, Staff
Masonelder

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

[Handwritten signatures]
D. Wilson

[Handwritten signatures and initials]
KAS
John
S.S.C.
J.A.
J.P. Smart
Chaynie
Markette
T. [unclear]



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

1:03 p.m.
SEIU TA
G-3-16

The Union proposes the following rollover language:

10.13.21 Access to Work Areas 24 Hours (Unit 21)

- A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.
- B. Upon request, and subject to operational need and the overall safety of the employees, departments may grant access to employees outside their normal work schedule.

Myel Cochran
[Signature]
Shelley Cochran
Joanna Vorhies
[Signature]

TA
 06/03/2016
 1530
[Signature]
Shantay
Julie Peters
Proszynski



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

10:00 AM
SEIU 1000 TA
6-9-16

The Union proposes the following rollover language:

10.14.21 Personal Alarms (Unit 21)

1:52 PM
6/11/16

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ER
[Signature]
[Signature]

A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request. The parties agree concerns in this area are appropriate subjects for priority consideration by the appropriate Joint Labor/ Management Health and Safety Committee.

[Signature]
[Signature]
[Signature]
Sharon Taylor
[Signature]

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.

CELU TA

Miguel Cardenas

[Signature]

Nasir

Joanne Yorkin

[Signature]

Jill Pettus

Lisa Zwick

Dyane Cerqueira

Sharon Taylor

[Signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

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

SEIU 1000

4:50pm

6/2/16

Brenda J. Mitt

Bruce Sheel

Robert Vega

Myel Carlo

Isidoro Puentes

Mary Ann

TA 4:20 P
6-2-16
Tom Mawick

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Pat Wilson

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P. Smart

Oni Ni

Marilyn Schaefer

S. Williams

T. Mawarrette

A. Schen

S.S. L

Klaue



Union Proposal
Master Table

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 488
6-2-16
Pam Marshall

Brendy Mott

Jap M...

Brad Wille

Robert Feggs

Marjell

Ronnabrew

Myel Card

Brooke P...

Marymud

Khayma Markere Schultz
Pat Wilson
John
Hill

W. Sch...
S. Sch...
John

6/1/2016 6:35 PM

J. M...
T. M...
P. M...



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**10.20.21 Training for Hostile and Threatening Behavior
(Unit 21)**

Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.

1:52 PM
6/11/16

Jill Petre
Sharon Taylor
Sj Bell

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for his
Sj



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.21 Workplace Violence and Bullying Prevention

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

SEIU TA @ 4:50pm
let's talk

TA
4:50 P
6-2-16
pam mawer

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Brad Miller
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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

10.22 Computer Work Stations

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

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

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

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

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

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Brad Willis

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

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

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

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

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Bruce Theel
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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

10.27 Remodeling/Renovations and Repairs

- A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.
- B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.
- C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.

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

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

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

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

10.28 Pest Control

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

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

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 Bruce Thiel
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 Robert Vega
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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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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

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

b. The Director of the CalHR or designee shall respond to the grievance in writing within fourteen (14) calendar days.

c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the Union shall have the right to submit the grievance to arbitration.

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d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.

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e. Arbitration shall be in accordance with section 6.11(B) of this article unless otherwise provided.

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Union Proposal
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Proposal No: 2

The Union proposes the following language:

11.XX Signing Bonus

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

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

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

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

B. Any employee who holds multiple appointments and is represented by SEIU Local 1000 shall receive two thousand five hundred dollars (\$2,500) if their combined time base is equal to or greater than one-quarter ($\frac{1}{4}$) time.

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

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Pat Wilson
Patty Adams
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Mary Ann
Marlene Schutts



Union Proposal
Master Table

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Proposal No: 3

The Union proposes the following language:

11.XX.21 Special Salary Adjustments (Unit 21)

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

1. Transportation Programs Consultant, Department of Education (2683) – five percent (5%)
2. Archivist Classification Series
 - a. Archivist I (2805) – five percent (5%); and
 - b. Archivist II (2804) – five percent (5%).

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 Joanne Vorhies

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 Pam Manville
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 Marlene Schultz
 Tracy Williams



Union Proposal
Master Table

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Proposal No: 3

The Union proposes the following language:

11.1 Salaries

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

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

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

11.3 Salary Definitions (Excludes Unit 17)

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

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

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

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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.

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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.

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

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

EU TA @ 4:50pm
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Union Proposal
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Proposal No: 4

The Union proposes the following language:

11.4 Timely Payment of Wages

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

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

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

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

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

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

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

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

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

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

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

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

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Pat Wilson

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Steve Olivante

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Brendy M.D.
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Steve Miller
Bruce Wille
Robert Vega
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K. Carant
F.S.
Myel Cahn
Becky Pimenta
Margaret



Union Proposal
Master Table

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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.

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 Pam Manuella
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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following language:

~~11.9.21 Bilingual Differential Pay (Unit 21)~~

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

~~A. Definition of Bilingual Position for Bilingual Differential Pay:~~

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

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

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- ~~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 bilingual differential pay criteria would receive the differential on a pro rata basis.~~

SJB
JTB

~~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 State Retirement System, 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 State service appointment while on bilingual status.~~

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~~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~~

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Union Proposal
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Proposal No: 3

The Union proposes the following language:

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11.9 Bilingual Differential Pay (Excludes Units 17 and 21)
Bilingual Differential Pay applies to those positions designated by the CalHR as eligible to receive bilingual pay according to the following standards:

A. Definition of Bilingual Position for Bilingual Differential Pay:

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

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

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- 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

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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

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State service appointment while on bilingual status.

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

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

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

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

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 Bruce Theel
 Joseph Pepp
 Brad Willis
 Robert Diaz
 Mar & Pat
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 Linda
 Mary M

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 Pam Manville
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.11 Union/Management Committee on State Payroll System

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

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Brenda J. Mark
Bruce J. Juehl
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Robert Vega
Mara J. Juehl
Rachael Juehl
Julia C. Juehl
Brooke P. Juehl
Alyssa M. Juehl

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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.12.21 Deferred Compensation Program (Unit 21)

Employees in Unit 21 are to be included in the State of California, CalHR, Savings Plus Deferred Compensation Program (457 Deferred Compensation Plan and 401K Thrift Plan). Those employees determined to be eligible to participate in a 403(b) plan under the applicable Federal IRS statutes and regulations will be eligible to participate in the 403(b) plan described in this Agreement. Upon request of the Union, the State shall meet to discuss significant changes to the SCO 403(b) tax shelter annuity program.

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6/11/16

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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.

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

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6/2/2016

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Management Proposal (Rollover)

Bargaining Unit: 21

Date:

Exclusive Representative: SEIU, Local 1000

Article: 11 Salaries

Subject: 11.17 Recruitment and Retention Differentials

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.



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 3

The Union proposes the following rollover language:

11.64.21 Professional Development (Unit 21)

The State recognizes the importance of continuing professional development within the education community.

A. 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.

B. To encourage employees to enhance their education expertise, Unit 21 employees shall be granted a professional development incentive of three hundred dollars (\$300). Employees are entitled to receive this incentive only once, and shall be subject to the following criteria:

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1. Employees must have completed at least six (6) hours of education study and/or research in order to enhance their professional capabilities.
2. Eligibility must be verified and approved by the employee's departmental ERO/LRO. Verification will be submitted on a form provided by the State.

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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

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The Union proposes the following rollover language:

11.65.21 Arduous Pay Differential (Unit 21)

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWG E when there is no other way to recognize the performance of additional duties and responsibility which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property.)

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

1. Nonnegotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/ her work

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that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

2. Work Exceeds Normal Work Hours and Normal Productivity

The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment. Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal work week, there is a demand for and achievement of greater productivity or result.

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3. Work is Unavoidable

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

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John

Joanna

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4. Work involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

5. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work. Department decisions not to submit arduous pay requests to the CalHR, and CalHR decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this agreement.

John
John

Management Counter Proposal

5:40 am

Bargaining Unit: ~~X~~ all units (excludes
Exclusive Representative: SEIU, Local 1000 Unit 1)

Date: 6/16/16

Article: 11

Subject: Salaries

11.22. ~~X~~ Institutional Worker Supervision Pay Differential (Unit 4)

A. ~~Effective January 1, 1994, Bargaining Unit 4~~ 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 (20) 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.

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Adrian
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Union Proposal

Master Table

Date 4-27-16

Proposal No: 1

The Union proposes the following language:

LOCAL 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.

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 Pat Wilson
 Marilyn Schultz
 Salim
 T. Navarrette
 P. Smart

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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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Jan Manville

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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.

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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.

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~~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

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Mary Jane Monahan*

requirements outlined below:

Breakfast up to \$7.00

Lunch up to \$11.00

Dinner up to \$23.00

Incidentals up to \$5.00

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

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Robert F

Marc S

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Nigel C

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Michele

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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maximum as follows:

Travel begins at or before 6 a.m.
and ends at or after 9 a.m.:
Breakfast may be claimed

Travel begins at or before 4 p.m. and
ends at or after 7 p.m.: Dinner may be
claimed

If the trip extends overnight, receipted
lodging may be claimed

No lunch or incidentals may be claimed
on a trip of less than twenty-four (24)
hours.

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

~~4. Regular State Business Travel~~

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

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to \$90 plus applicable taxes and mandatory fees.

b.2. When employees are required to de 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.~~

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Miguel...
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Pam Manville

~~3. Non-State Sponsored Conferences or Conventions~~

~~For receipted lodging while attending non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging when approved in advance by the appointing authority.~~

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from the Department of Human Resources CalHR. The Department of Human Resources CalHR may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee

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~~Stephanie...~~
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Cynthia
Marlene Schultz
Pat Wilson
Patty Adams
Marilyn Monahan
K. Decker

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Brad Willes

Robert Ferguson

Wen Skell

Conant

Anna Jones
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may not claim lodging, meal, or incidental expenses within 50 miles of his/her home or headquarters.

C. Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor. The supervisor must determine prior to the beginning of the assignment if the time away from the home or headquarters area will be more than 30 days, but less than one year. Long Term Assignments lasting longer than 1 year may require the long-term reimbursements to be reported as a fringe benefit.

1. Full Long-term Travel - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or

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- 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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Maryann Monahan

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

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.

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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

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SEIU Local 1000 TA

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

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Robert Vega

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.

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12-2-16

Tom Manville

F. Transportation: Transportation expenses include, but are not limited to, airplane, train, bus, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed. Transportation will be accomplished and reimbursed considering both direct expense as well as the employee's time. Provided the mode of transportation selected does not conflict with the needs of the agency, the officer or employee may use a more expensive form of transportation and be reimbursed at the amount required for a less expensive mode of travel. Both modes of transportation will be shown on the travel claim.

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1. Mileage Reimbursement

a. Effective July 1, 2006, when an employee is authorized by

SEIU Local 1000 TA

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his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

~~2. Specialized Vehicles — Effective July 1, 2006, employees who must operate a motor vehicle on official State business~~

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Brad Willes

Robert Vega

and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim the FSMR, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.

3.2. Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the current FSMR rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the Department of Human Resources CalHR rule 599.628.4 and the State Office of Risk and Insurance Management.

4.3. Mileage to/from a Common Carrier – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's

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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.

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- 4. In the absence of a receipt, reimbursement will be limited to the nonreceipted amount above.
- 5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

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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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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.

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

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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)

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per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven (7) or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

- C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five percent (75%) of the cost up to a maximum of sixty-five dollars (\$65) per month or in the case of the primary vanpool driver, the one hundred dollars (\$100) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

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Union Proposal
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.

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Union Proposal

Master Table

Date _____

Proposal No: 4

The Union proposes the following language changes:

12.7 State Owned Housing

The State will adopt the standards for habitability consistent with California Civil Code sections 1941 and 1941.1 and the Department of Consumer Affairs' Outline: Landlords' and Tenants' Responsibilities for Habitability and Repairs (Legal Guide LT-8). The appointing authority agrees to inspect the premises prior to employees moving into the premises. For employees currently in residence in state owned housing, the appointing authority will take steps to make necessary repairs and improvements within a reasonable time. The appointing authority reserves the discretion to prioritize the order of repair to its housing.

Where SEIU Local 1000 represented employees are currently paying rent and required to live in state-owned housing, the State agrees not to increase rental rates until June 30, 2015. Where any provision below conflicts with this provision, this provision shall supercede and control.

A. Housing

Annually, current rental rates for all types of State owned employee housing, including

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trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates up to twenty-five percent (25%) each year.
2. During the term of this Contract, where no rent is being charged, the State may raise rents up to seventy-five dollars (\$75) per month, or when an employee vacates State owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the fair market value.
3. Employee rental of State owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.
4. Employees renting State owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State owned housing unit currently

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occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

B. Utilities

Annually, current utility charges for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

C. Notwithstanding any of the above, the Department of Fish and Wildlife (DFW) will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount

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of necessary increases, the implementation dates, and the necessity for the increase.

D. The DFW is committed to improving the quality of State owned housing under its jurisdiction. To that end, the department will seek funding authority for maintenance and improvement of department-owned housing.

This subsection is not subject to the provisions of article 6 of this Contract.

E. Possessory Interest Taxes – Department of Fish and Wildlife (Unit 11)

1. Reimbursement for Possessory Interest Taxes

The DFW will directly pay the possessory interest taxes for Unit 11 employees who occupy department-owned housing for their payment of possessory interest taxes, where assessed. The employee shall follow department procedures and submit any possessory interest tax bills to the department as soon as they are received by the employee.

2. Working Condition Fringe Benefit Exception

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- a) This subsection E (2) shall apply to employees whose residency in State-owned housing satisfies the criteria for the working condition fringe benefit exception found in tax laws.
- b) Possessory interest reimbursement provided by the DFW shall not be reported to the SCO as income subject to taxation and other withholdings when an employee completes required forms and submits them to the DFW by the date management specifies. The DFW shall not be responsible for erroneous reporting of reimbursements as income if the employee fails to utilize the required form and/or procedures developed by the department for this purpose.
- c) The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration provisions of this Contract.

F. Where employees are currently residing in State owned housing OH as a condition of employment, rental rates will not be raised by the appointing authority until it has demonstrated to CalHR that necessary repairs and improvements have been made to satisfy

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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

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Sophia Pelt
Brad Willis
Robert Sosa
Mary Yvette
Howard
Rutha Grew
Myrl Colon
Sandra Perea
Mary Mott

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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.8.21 Overtime Meals - Work Week Group 2 (Unit 21)

When a BU 21, WWG 2 employee is required to work overtime, the employee may be furnished with a meal or provided an overtime meal allowance of up to eight dollars (\$8). Receipts may be required. To be eligible for the meal or the allowance, the employee must be required to report to work at least two (2) hours prior to or be required to remain at least two (2) hours past their regularly scheduled work day. No more than three (3) overtime meal allowances may be claimed during any twenty-four (24) hour period.

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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.

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Robert
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Ronald
Cody
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Union Proposal
Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

12.11 Uniform Replacement Allowance (Excludes Units 15 and 20)

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

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

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2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.

3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

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.

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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 2

The Union proposes the following rollover language:

12.13.21 Tools, Business Equipment, Materials and Supplies (Unit 21)

- A. The State shall determine what equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.
- B. Employees may request that specific business equipment, materials, and supplies be made available for their use in the job. It is the intent of the State to provide business equipment, materials, and supplies to enable the employees to perform assigned duties and responsibilities. Any denial of a request shall be provided in writing to the employee.
- C. Employees issued State provided items shall be held responsible for loss of and/or damage due to negligence.

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Sharon Taylor
Lynn Connors
Lisa Zwick
Jul Fettes



Union Proposal

Bargaining Unit 21

Date 06/03/2016 1418 HRP

Proposal No: 1

The Union proposes the following rollover language:

12.14.21 Professional Development (Unit 21)

- A. In recognition of the professional nature of Unit 21 employees, each department, commission, board, or agency shall reimburse a Unit 21 employee for up to \$75 per fiscal year for membership dues in job-related professional societies or associations.
- B. As Departmental technology becomes accessible, the State shall provide online access to professional journals or publications available through the State Library.

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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.

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Robert Vega
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Union Proposal

Bargaining Unit 21

Date 6/3/2016 1419 HPS

Proposal No: 1

The Union proposes the following rollover language:

12.15.21 Reimbursement of Credential/License Fees (Unit 21)

The State agrees to reimburse Unit 21 employees up to a maximum of \$200 per fiscal year for credential and/ or license renewal fees for one job related credential and/or license where such credential and/or license is issued by a State agency.

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Joanne Vorkin
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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.24.21 Class A and/or Class B Commercial Driver's License (Unit 21) Fee Reimbursements

- A. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
 - 1. The employee is authorized at least ten (10) work days in advance by his/her supervisor to take the examination;

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 Gregory

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2. The employee has a valid, current medical certification acceptable to the DMV.
3. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

- B. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
- C. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
- D. Reimbursement for commercial driver's license fees paid by an employee will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

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The Union proposes the following rollover language:

12.25.21 Class A and/or Class B Commercial Driver's License Medical Examinations (Unit 21)

The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:

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Jul Kites
Brazzaville

- A. The employee fails the first medical examination, or the certification submitted is not accepted by DMV;
- B. A second medical examination is authorized and conducted; and
- C. The second medical certification is accepted by DMV. The State will not reimburse the employee

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~~Mychal Bula~~
Michelle Bula
Joanne Vorken
~~Mychal Bula~~

for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.28 Pre-Tax Commuting Expense

The State will evaluate the feasibility of implementing a pre-tax commuting expense program in accordance with Internal Revenue Code Section 132(f).

TA SEIU 1000

Brenda M. Moly Unit 1

Bruce Theel, Unit 3

Sophia Peche BU 4

Brenda Wilton BU 11

Robert Vega BU 14

Ma ~~Stam~~ BU 15

Kimberly Cavard BU 17

Romana ~~Law~~ BU 20

Myra ~~Carlin~~ BU 22

Brooke Pempin, Staff

Margot ~~mead~~ 1

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6-2-16
Pat Wilson

Pat Wilson
Patty Adams
S. Oliver

G. ~~W.~~
S. ~~W.~~ 2-2016

H. ~~H.~~
Marlene Schuttz
Darius

K. ~~V.~~
S. ~~S.~~
I. ~~I.~~
T. ~~T.~~
SJB

S. ~~S.~~
R. ~~R.~~



Union Proposal
Master Table

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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.

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

13.1 Performance and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file. Official personnel files shall contain an inspection log where any person reviewing the file shall sign and date the log unless excluded by law.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of

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

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

- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized

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

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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

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

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

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Brendy Mat
Bruce Sheef
John Rich
Brad Wilton
Robert Vega
Mary S. Kelly
Cristina
Monika
Luz
Najul Corbin 8021
Linda Perryman
Sarah Medina

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Pam Manwiller

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Union Proposal

Master Table

Date 6-2-16

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.

TA @ 4:50pm 6/2/16

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Robert Vega
Mar
Rochelle
Myndy Cole
Brooke Peewer
Margaret

TA 4:50 P
6-2-16
DAM MANDI
MARISSA SCHULTZ
Jill Wilson

John
S. Sank
Tiffany Navarrette
Khan
Khaymie
J. Smart
Jim
S. Navarrette



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

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6-3-16

The Union proposes the following rollover language:

13.6.21 Performance Appraisal of Permanent Employees (Unit 21)

- A. The performance appraisal system of each department may include an annual written performance appraisal and an individual development plan for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving.
- B. In general, in the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's performance shall be deemed to be satisfactory.
- C. When a Unit 21 civil service employee receives substandard ratings in a majority of the performance factors, the employee may grieve the content of his/her performance appraisal through the third step of the grievance procedure which shall be the final

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step of appeal.

- D. When a department intends to establish a new performance appraisal system or make major modifications in their existing performance appraisal system, the Union will be notified and given the opportunity to meet and confer over the impact of the change(s) pursuant to article 24.1 (Entire Agreement).

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Julia Castillo
Joanna Vorkies
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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

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The Union proposes the following rollover language:

13.10.21 Education and Training Required by Department (Unit 21)

A. The State agrees to reimburse Unit 21 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to

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

Where applicable, reimbursement rates for the above expenses shall be in accordance

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with Article 12, section 12.1 of this Contract.

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- B. An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.

- C. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received. However, the employee or his/her estate shall receive reimbursement for tuition and other necessary expenses: (a) at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the assignment; or (b) because of death, prolonged illness, disability or other event beyond the control of the employee.

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

- E. When a Unit 21 employee is required to obtain an

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~~John~~

John Casella

Joanna Corbin



additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.

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Union Proposal

Bargaining Unit 21

Date 5/18/2016 1039

Proposal No: 3

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The Union proposes the following language:

13.12.21 Employment Opportunities (Unit 21)

Departments shall ~~upon request~~ make available departmental employment opportunity information available to Unit 21 employees by posting. Such information shall be posted on a bulletin board, providing via email and/or posting on the department intranet, selected by each department.

Statewide vacancy information is available on the CalHR website State Personnel Board website at www.spb.ca.gov www.calhr.ca.gov.

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Debra Carter
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Joanne Vorhies
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Julia Petru
Sharon Taylor



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 3

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The Union proposes the following language:

13.18.21 Professional Assessment and Development Committees (Unit 21)

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

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

1. The Committee will consist of equal numbers of management and Union representatives. However, there shall not be more than five (5) management representatives and five (5) Union representatives, unless increased by mutual agreement. The committee will meet on a quarterly basis and the meeting agenda will be established 30 days in advance of the meeting via conference call. The agenda will include discussion topics and identification of possible management attendees.

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

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

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SPB for the non-hearing calendar.

D. If the parties do not reach an agreement the classification proposal may be submitted to the SPB.

E. In the event the SPB renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

14.2 Out-of-Classification Grievances and Position Allocation Hearing Process

A. Definitions

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

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

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

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

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

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

B. Authorization and Rate of Pay

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

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a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,

b. Cannot feasibly be met through use of other civil service or administrative alternatives.

2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.

3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to Title 2 California Code of Regulations sections 599.673, 599.674, or 599.676 if appointed to the higher classification.

4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.

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

C. Out-of-Class Grievances and Allocation Appeals

1. The grievance and arbitration procedure described in subsection D below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the CalHR referenced in Government Code section 19818.16 or the State Victim Compensation and Government Claims Board.

2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code sections 19818.6 and 19818.20.

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

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

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

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

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4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.

5. If the grievant is not satisfied with the

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decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the CalHR.

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6. The Director of the CalHR or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.

7. If the grievance is not resolved by the CalHR, the Union shall have the right to submit the grievance to arbitration in accordance with Article 6, section 6.11.

8. Article 6, section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.

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

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Pat Wilson
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Brenda Mott

Bruce Chaf
~~Joe Mott~~

Bredalle

Robert Vega

Ma Sita

Nancy

Ronnie

Myell Carter

Brook Resman

Margaret Redz

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6-2-16

Fern Manwila

Darius MS
John
Rick

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Khaiyi
Pat Wilson

KLAS
T. Mavarette



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

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

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

Julia Peltier
Debra Zwick
Dyma Amador
Sham Taylor
SJBW

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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.

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Brenda Mott
Bruce Thiel
Sgt. M. P. ...
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Union Proposal
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The Union proposes the following rollover language:

14.6 Job Announcements

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

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Bruce Theil
Brad Miller
Robert Vega
Alan Skitt
K. Conroy
Ramon
Miguel Corbino Buzi
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Union Proposal
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The Union proposes the following rollover language:

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

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

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

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Union Proposal

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The Union proposes the following rollover language:

14.8 Contracting Out

A. Purpose

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

B. Policy Regarding Personal Services Contracts and Cost Savings

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit employees before resorting to

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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).

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

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D. Review of Personal Services Contracts In Existence

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

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

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

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

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3. The Union and the department will continue to meet as necessary to examine personal services contracts which have been let.

4. If savings are generated by the termination of personal services contracts under this provision, it is the intent of the State to implement agreements of the Union and the department for utilization of said savings. Such agreements may include:

a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit employees;

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- b. Enabling the employment of bargaining unit employees for services currently performed by contractors;
- c. Enabling of the conversion to bargaining unit civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the SPB;
- d. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives;
- e. Such other purposes as may be mutually agreed upon.

E. Displacement Avoidance

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

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following principles:

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

2. To avoid or mitigate bargaining unit employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the Union and the department that review personal services contracts determine that the terms and purpose of the contract permit the State to assign the work to a bargaining unit employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union shall meet and confer for purposes of entering

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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.

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J. Mob, Unit 1
George Thiel, Unit 3
Shirley Peltier BU4
Bob Willis BU1
Robert Vega BU14
Linda ~~Factor~~ BU15
Marilyn Cavall BU17
M. ~~W. Brown~~ BU20
Linda ~~Code~~ BU22
Dee Perry, Staff
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F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.

G. Relationship Between This Section And Related Statutes

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

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Union Proposal
Bargaining Unit 21

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Proposal No: 1

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The Union proposes the following language:

~~14.22.21 Joint Union/Management Committee (Community Colleges) (Unit 21)~~

~~Within thirty (30) days of ratification of this Contract, the California Community College Chancellor's Office and the Union shall continue the review of the Community Colleges Administration classification series.~~

~~The Union shall have up to three (3) representatives at these meetings. Employees who participate in the Committee shall suffer no loss of compensation while attending these meetings. Changes to the classification series shall be made in accordance with Section 14.1 of this Contract.~~

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Code — Class

~~2549 Community College Program Assistant I~~

~~2550 Community College Program Assistant II~~

~~2539 Specialist in Academic Planning and Development, CA
Community Colleges~~

~~2530 Specialist in Agricultural Education, CA Community Colleges~~

~~2531 Specialist in Business Education, CA Community Colleges~~

2540 ~~Specialist in Criminal Justice Education, CA Community Colleges~~

2544 ~~Specialist in Employment and Certification, CA Community Colleges~~

2508 ~~Specialist in Facilities Planning and Utilization, CA Community Colleges~~

2525 ~~Specialist in Fiscal Planning and Administration, CA Community Colleges~~

2458 ~~Specialist in General Vocational Education, CA Community Colleges~~

2535 ~~Specialist in Health Occupations, CA Community Colleges~~

2465 ~~Specialist in Homemaking Education, CA Community Colleges~~

2534 ~~Specialist in Industrial Education, CA Community Colleges~~

2551 ~~Specialist in Information Systems and Analysis, CA Community Colleges~~

2560 ~~Specialist in Library Planning and Development, CA Community Colleges~~ 2547 ~~Specialist in Public Service Occupations, CA Community Colleges~~

2565 ~~Specialist in Student Services Planning and Development, CA Community Colleges~~

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Disability
Julia Luter



Union Proposal
Bargaining Unit 21

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Proposal No: 1

The Union proposes the following language:

~~14.23.21 Bus Driver Training Specialist Classification (Unit 21)~~

~~Within thirty (30) days of contract ratification the CDE agrees to continue meeting with representatives of the Union to continue the review of the class specifications for the Bus Driver Training Specialist classification. The CDE agrees to pursue revisions to the class specifications in accordance with section 14.1 of this agreement.~~

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Union Proposal
Bargaining Unit 21

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Proposal No: 1

The Union proposes the following language:

~~14.24.21 Joint Labor/Management Committee
(Archivist Class Series) (Unit 21)~~

~~Within thirty (30) days of contract ratification, the
Secretary of State shall continue to meet with the
Union for the purpose of continuing the review of the
Archivist class series.~~

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2804 _____	Archivist II

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Union Proposal
Bargaining Unit 21

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Proposal No: 2

The Union proposes the following language:

~~14.25.21 CDE Classification Review (Unit 21)~~

~~Upon completion of the provisions outlined in Article 14.23 Bus Driver Training Specialist Classification, the union may provide CDE with the next classification it would like to discuss. Once the classification is identified, CDE will meet with the union to review and determine if changes to the class specifications are needed. If changes to the specifications are determined to be appropriate, CDE agrees to pursue revision to the class specifications in accordance with 14.1 of this agreement.~~

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

15.1 Appeal of Involuntary Transfer

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

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

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

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

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

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

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

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- Sandy Mohr, Unit #1
- Grace Sheel, Unit 3
- Losha Peck, BU 4
- Brook Wilcox BU 11
- Robert Vega BU 14
- Mar Patten BU 15
- Kimberly Conant BU 17
- Pat Wilson BU 20
- Myra Carlos BU 21
- Bradley Pennypacker, Staff
- Margul Mahesh

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

15.3 Hardship Transfer

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

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

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

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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.

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Mark West
Laurie Galt
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Julie Carr
Brook Pearson
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Pam Marwick

Markus Schultz
Pat Wilson
Denny H. Smith
John
SSA
Karyn M. M.
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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

15.4.21 Employee Opportunity Transfer (Unit 21)

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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.

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

1. Employees desiring an Employee Opportunity Transfer shall apply in

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

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

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

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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.



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

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pursuant to Government Code sections 19997.8 through 19997.10 and applicable CalHR rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

F. Reemployment

In accordance with Government Code sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or sub-divisional reemployment lists in accordance with section 19056 of the Government Code.

G. State Service Credit for Layoff Purposes

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

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credits in accordance with Government Code section 19997.6.

H. Departmental Vacancies

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

- 1. Employees who are affected by layoff, reduction in time-base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.

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SEIU 1000
 Andy Mohr, Unit 1
 Bruce Sheel, Unit 3
 Joseph P. Rubin BU4
 Fred Will BU 11
 Robert Vega BU 14
 Marc S. Miller BU 15
 Kimberly Carver BU 17
 Maria Dur BU 20
 Paul Condon BU 21
 George Picerno, Staff
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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

16.3 Alternative to Layoff

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

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

16.4 Military Installations

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

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

16.5 Layoff Employee Assistance Program (EAP)

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

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

Article 17 Retirement

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this Article shall be deemed arbitrable under the grievance and arbitration procedure, except that any provision that defines the contribution rates shall be grievable to CalHR's level.

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17.1 First Tier A Retirement Formula (2% at age 55), First Tier B Retirement Formula (2% at age 60) and Public Employees' Pension Reform Act (PEPRA) First Tier Retirement Formula (2% at age 62)

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

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

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

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

- Persons who are already members or annuitants of the California Public Employees' Retirement System (CalPERS) as a state employee, prior to January 15, 2011.

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

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

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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
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E. There are factors for attained quarter ages, such as 52 $\frac{3}{4}$. 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.

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F. As stated in Government Code Section 20677.71, effective November 2, 2010, miscellaneous and industrial members in the First Tier retirement or the Alternate Retirement Plan (ARP) subject to social security shall contribute eight percent (8%) of monthly compensation in excess of \$513 for retirement. Miscellaneous and industrial members in the First Tier retirement or the ARP not subject to social security shall contribute nine percent (9%) of monthly compensation in excess of \$317 for retirement.

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HA
Duberry
Pat Wilson
Khaynie
B. ad
SSW
Port
Pharmant

As stated in Government Code Section 20683.2, effective July 1, 2013, First Tier industrial members, including ARP members, shall pay an additional one percent (1%) retirement contribution. Accordingly, effective July 1, 2013, industrial members who

Man JBL
S. S. Sub
Markus P. Hultberg
JO

Combs
Pharmant

Bruce J. Miller
Bruce J. Miller
Sophia Perito
Brad Wilks
Robert Kaga
Maria J. Patten
Joe [unclear]
Ronald [unclear]
Mye [unclear]
Brook [unclear]
Mary [unclear]

participate in social security shall contribute nine percent (9%) of monthly pensionable compensation in excess of \$513 and Industrial members who do not participate in social security shall contribute ten percent (10%) of monthly pensionable compensation in excess of \$317. This provision shall not apply to First Tier industrial members in Bargaining Unit 21.

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

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

TA
celine [unclear]
9:42 pm

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

Pam [unclear]
TD
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Pat Wilson
Khaynie
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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 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
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9:42 pm
Tom Mante
Tolavante
D. J.
Khan
H.H.
S. G.
J. P. H.

PP
B.W.
AS
B.W.
R.V.
M.C.D.
K.C.
T.G.
M.C.
B.P.
M.

Marlene Schultz
Pat Wilson
S. Saha
S. P. W.

if for man
C. Miller
P. H. M.

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

SEIU 1000 TA

Brady Mohr
 Bruce Sheef
 Schmitt Pen
 Brad Wells
 Robert Vega
 Maria Lutter
 Stewart
 Rita
 Myrl
 Doreen
 Marguerite

D. As stated in Government Code Section 20683.2, effective July 1, 2013, Second Tier members, including ARP members, shall contribute one and one-half percent (1.5%) of monthly pensionable compensation for retirement, and will increase by one and one-half percent (1.5%) points annually. The final annual increase in the contribution rate shall be adjusted as appropriate to reach fifty percent (50%) of normal cost.

TA letter 9:42 PM
 Pam
 Emawarthe
 Jayne
 Khayne
 G. J.
 Bob
 V. J.
 S. J.
 mam

Pat Wilson
 S. Sabal
 6/12/2016 9:08 PM
 Marlene
 Constanza
 mam



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.

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*TA letter 6/16 4:43 PM
Tom Manville + Marquette
H
Stephanie
Karyn
Patricia
S. S. S.
S/S
Pat Wilson
mam
S. S. S.
Cynthia
Patiment
Markus Schultz*

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

SEIU 1000 TA

Brandon Mitt
Bruce Sheel

Sophia Klem

Brad Wilcox

Robert Weiss

Mary S. Patton

Clara

Janae

Myra Cahn

Beverly Picompa

Margaret Kestel

TA 6/14/16 9:43pm

Pam Manville
T. Navarrette

HJ

John
Khayree

John

John

Nathaniel

S. Salas

Cynthia

Mam P. Smart

Marlene Schultz

Pat Wilson



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

**17.4 State Safety A Retirement (2.5% at age 55),
State Safety B Retirement (2% at age 55)
and PEPPRA Retirement (2% at age 57)
Formulas**

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

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

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

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TA 6-16-16 11:12 P
from manwiler
Marlene Schultz
S. Sak
Man
Cynthia
Adamant
Stephanie
H

Handwritten signature: JJB manwiler

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

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

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

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

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TA 6-16-16
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Marlene Schultz

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man

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

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Age at Retirement	State Safety A Formula (2.5% at age 55)	State Safety B Formula (2% at age 55)	PEPRA State Safety Formula (2% at age 57)
	Employees hired prior to January 15, 2011	Employees first hired on and after January 15, 2011 and prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.7000	1.426	1.426
51	1.8000	1.522	1.508
52	1.9000	1.628	1.590
53	2.0000	1.742	1.672
54	2.2500	1.866	1.754
55	2.5000	2.000	1.836
56	2.5000	2.000	1.918
57 and over	2.5000	2.000	2.000

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

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 TA
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 6-16-16
 Pam Manwiler
 Mary
 Martin Schultz
 S. Sale
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 Cynthia
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 JTB
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F. As stated in Government Code ~~Section~~ 20677.91, effective November 2, 2010, State Safety members shall contribute nine percent (9%) of monthly compensation in excess of \$317 for retirement.

As stated in Government Code ~~Section~~ 20683.2, effective July 1, 2013, State Safety members shall pay an additional one percent (1%) retirement contribution making their total contribution rate ten percent (10%) of monthly pensionable compensation in excess of \$317.

As stated in Government Code ~~Section~~ 20683.2, effective July 1, 2014, State Safety members shall pay an additional one percent (1%) retirement contribution making their total contribution rate eleven percent (11%) of monthly pensionable compensation in excess of \$317.

Handwritten notes and signatures on the bottom left, including "TA 11/12", "6-16-16 - Pam Novak", "Marilyn Schultz", "SSA", "mam", "Cynthia", "p2", "SJB", "T. Mavarette", and "Dufresne".

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

Franky Monk
Bruce Thiel

Sophia Pelt
Brad Wilk

Robert Vega

Maria S. Latta

K. Carney
Richard

Michelle

Doreen Pien

members

State Safety employees in employment prior to January 15, 2011, will remain subject to the two and one-half percent (2.5%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during the thirty-six (36) consecutive months of employment.

State Safety employees hired prior to January 1, 2007, will remain subject to the two and one-half percent (2.5%) at age fifty-five (55) retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

TA 1112 P
6-16-16
Pam Nawila

rs of
Marilyn Schultz

SSA

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.5 State Safety Retirement

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

SEIU 1000 TA

- *Brand J. Mohr*
- *Bruce Theil*
- *Sophia [Signature]*
- *Brad Wilber*
- *Robert Vega*

- Maria L. Patten*
- K. [Signature]*
- [Signature]*
- Myrl Cole*
- Dorota Pienkwa*
- maris bracke*

- TA 6/16/16 9:43pm*
- Pam Manville*
- T. Navarette*
- Stephanie Fort*
- Khaynie*
- [Signature]*
- [Signature]*
- [Signature]*
- [Signature]*

- [Signature]*
- S. S. [Signature]*
- Cynthia [Signature]*
- P. J. Smart*
- Markus [Signature]*
- Pat Wilson*
- Mam*



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.6 Enhanced Industrial Retirement

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

SEIU1000 TA

- Bundy, Matt
- Bruce, Jeff
- Schroeder
- Bradwell
- Robert Vega

- Munoz, Peter
- Lawson
- Rodriguez
- Mundell
- Brooke, Peempe
- Mann

TA 6/11/16 9:44pm

Pam Manville
Pat Wilson

[Signature]

T. Manville

Stephanie

Khayree

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S. Soler

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P. Smart

Marlene Schultz

Mam



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

A. PEPRA Definition of "Pensionable Compensation"

Retirement benefits for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United States Code Section 430 (b). The 2013-2016 limits are \$113,700-\$117,020 for members subject to social security and \$136,440-\$140,424 for members not subject to social security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

B. Alternate Retirement Program (ARP) – New Employees

Employees first hired on or after July 1, 2013 shall not be subject to the ARP. Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon

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Tom
Hawkins

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Art Wilson

D. J. ...

mem

AK

Cheryl ...

Q. ...

John ...

Marlene DeHart

SABE S. Salas

John ...
John ...

Concha

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

SEIU 1000 TA

Brendy Mott
Bruce Sheel
Joseph Kean
Brad Willis
Robert Regan
Maurice Patten

C. Equal sharing of Normal Cost

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

Scott Cant
John
Miguel

Brooke Pimenta
Mary Murr

9:47 PM

TA 6-16-16
Tom Manville
TW
Pat Wilson
D. [unclear]
mem

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Marlene DeLuca
S. Sch
P. Smart
6/15/2016 9:19 AM
Cynthia
[Signature]

withdraw
6-17-16



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.7 Enhanced Industrial Disability

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

SEIU 1000 TA

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Brendy Miller
Bruce Thal

TA 6-16-16
Tom Manville
TN

Sophia Puck
Brad Wells
Robert Vega

Pat Wilson
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Khaunice
G. H.

Manoel Satter
Cavon
Domenico
Myel Corda
Broder Picerna
Margaret

SSore
Stephanie Port
M. J.
JB mam
S. Silk
Cynthia
Adamant

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Marilyn Schmitt
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.8 Tax Treatment of Employee Retirement Contributions

SEIU 1000 TA

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The purpose of this aArticle 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 aArticle.

TA
6-16-16 9:46pm
Pat Wilson mem
Khayree
Stephanie
6/12/2016 10:27 PM
Pat Wilson
5.5.16
Comline

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

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KC
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ME
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M

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

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

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

d. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 by the State of California as defined in the Internal Revenue Code and rules and regulations established by the IRS.

9:46pm

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TA
SAGE
S. Sald
Markus Schubert
6-16-16
Dawn Monwila
Pat Wilson, man
D. J. [unclear]
HH
Whagnier
C. J. [unclear]
Chyala
[unclear]

SEIU 1000 TA

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BW

RV

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MC

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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

[Handwritten notes and signatures]
P. Smart
Marlene Schmitts
SJB
SSak
TA 6-16-16
Pam Manville
Pat Wilson
9:46pm
6/12/2016 10:27 PM
Chapman
Cordelia Mann

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

[Handwritten initials]

c. Employee contributions made by the employer under paragraph A of this ~~a~~Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

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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."

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3. Wage Adjustment

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

4. Limitations to Operability

This ~~a~~Article shall be operative only as long as the State of California pick up of employee

[Handwritten signatures and notes]
Markel Smith TA
6-16-16 9:46pm
Pat Wilson
6/12/2016 10:27 PM
Port America
Chaynie

SEIU 1000 TA

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

*Bandy M. ...
Bruce ...*

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.

*Sophia ...
Brad ...*

Robert ...

Maura ...

Clara ...

Roma ...

Nydia ...

Becky ...

Margaret ...

TA 6-16-16 9:46pm

Pam Manville

TW

Pat Wilson

Khayri

G. ...

S. ...

S. ...

S. ...

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[Signature]

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S. ...

Cynthia ...

Podman ...

Marlene Schultze



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

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Bay

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

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Tom Manwiler

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RV

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T. Navarrette
man
Pat Wilson

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MLD

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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D. Green
H. H.
K. Chapman
G. J. G.

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TJ

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Stephanie B.

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Markus Schultz
Cynthia
P. Amant

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P. J. G.

SEIU 1000 TA

Brendy Miller
Bruce Thiel

Sophie Per
Brad Wells
Robert Vega
Maurice Fatta
Carly
Ronaldson
Myel Cdo.
Brock Kemp
Margaret

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 2
6/16/2016
10:20P

APR 2016
F. J. ...

Tom ...

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MAM
Pat ...
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K ...

E.M.

Stot.

MA

GB

S. Sch

Marlene ...

Cynthia

Pat ...

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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

10:00 AM
SEIU 1000 TA
6-9-16

The Union proposes the following rollover language:

**17.11.21 Education Leave: Conversion at Retirement
(Unit 21)**

The State and the Union agree to the implementation that would allow the conversion of educational leave into retirement service credit under the CalPERS.

Upon the retirement of an employee whose educational leave balance was not limited, as specified in article 8.28.21, all of the accrued hours of educational leave will be converted to CalPERS service. This conversion shall be at the same rate of conversion as is presently done with sick leave.

Unused Education Leave for State Members.

Pursuant to Government Code section 20963.1, a Unit 21 employee whose effective date of retirement is within four (4) months of separation from employment of the State, shall be credited at his or her retirement with 0.004 year of service for each unused day of educational leave credit, as certified to the board by the employer. The provisions of this section shall be effective for eligible State members who retire directly from State employment on and after January 1, 2000, provided a MOU has been

1:52 PM
6/11/16

Julia Pittman
Sham Taya
g/bal

M
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agreed on by the State employer and the recognized employee organization to become subject to this section.

2010 1000 TH

Myel Cardu



James Vorkin

Bill Peters
Christy
Superintendent
Sham Tarl
JT



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

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

1:52 PM
6/11/16

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Jill K...
Lisa J...
Agnese C...
Sham T...
J. Baal

Do H...
1000 TA
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K...
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**17.13 Exclusion of Sustained Superior
Accomplishment**

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

SEIU 1000 TA

Brenda J. Mott
Bruce Theel

Stephen Park
Brad Weller
Robert Vega

Maura S. Fatter

K. P. ...

Robert ...

Myra ...

Brooke ...

Margaret ...

State TA
6/16/16 10:20pm

Tom Navarette

T. Smart
S. ...

T. Navarette
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Pat Wilson

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Karen ...

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Marlene Schultz
C. ...



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.14 Streamlining the State Safety Retirement Process

SEIU 1000 TA

Brendy Mob
Bruce Theel

Sophia Peun
Bruce Willer
Robert Vega

Marc S. [unclear]
[unclear]
Ronald [unclear]
Myrl Cochran
Debbie Piermpa

Mary [unclear]

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

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

State TA
6/16/16 10:20 PM

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S. S. [unclear]
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Madeline [unclear]
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Union Proposal
Master Table

Date _____

Proposal No: 2

LOCAL 1000 TA

The Union proposes the following language:

18.1 Permanent Intermittents (PI)

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

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

C. Each department may establish an exclusive pool of PI employees based upon operational need.

D. Each department shall endeavor to provide a PI

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6-23-16
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Tiffany Navarro
Stephanie
Khayree
man
Antez

Nathaniel
Pat Wilson
Marken Smith
SSA
H. Horn
G. M. J.
Stacy Kimball
S. Jones

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:

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6-23-16

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Tiffany Havanett

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

2. Vacation Leave - A PI employee will be eligible for a one-time vacation bonus of forty-two (42) hours of vacation credit ~~vacation leave credit with pay on the first day of the following qualifying monthly pay period following completion of their initial nine hundred sixty (960) hours of compensated work.~~

3. Thereafter, a PI employee will be eligible for vacation credit with pay in accordance with the schedule in aArticle 8, section 8.1(A), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

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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.

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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

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 K. Haynes
 Pat Wilson
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 J. M. A.

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department head or designee may:

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

4.5. Holidays –

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

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Marlene Schult
Stacy Kersch
SSK
Jany Navarette
Pat
J. Michapini
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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 Article 7(G).

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

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John

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Mark

Stacy

SSA

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7.8. State Disability Insurance (SDI) – PI employees shall be covered under the SDI benefit in accordance with section 9.17.

8.9. Mentoring Leave – A PI employee shall be eligible for Mentoring Leave in accordance with 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

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Markus DeMuller + Mavarette
Steve Williams

Pat Wilson *SSA Ichaynee*

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John *HH* *SSA* *man*

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four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.

J. Vision Service Plan – A PI employee will be eligible for the State’s vision services plan during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.

TA 8:10 PM
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John Manville

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

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Stacy Klumala
Pat Wilson
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SEIU 1000 TA

Paul J. Mohr
Bruce Chief
Sasha Parks
Brad Wilkins
Robert Vega
Margie Patterson
K. Conway
Ronny Jones
Myrl Cain
Brooke Piers
Margaret

L. Flex/Elect Program – PI employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. PI employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI employees choosing the Cash Option will qualify if they work at least one-half (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.

TA 8:10 pm
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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.

Don Manville
Marlene Olmstead
Stacy Newman
Pat Wilson
Manavita
John
SSA
SSM
Khayma
man
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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.1.21 Hours of Work (Unit 21)

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

1. Cash compensation shall be at one and one-half (1½) times the hourly rate.
2. Compensating time off shall be authorized at one and one-half (1.5) hours for each overtime hour worked.
3. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least one-quarter (¼) hour at any one time. Overtime will be credited on a one-quarter (¼) hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.

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Jill Wilson
Chair
Sharon Taylor
JPB

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

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

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

E. No employee in a classification assigned to WWG E shall have his/her salary reduced

Julia
Lisa
Sham
Tara
JTB

(docked) for absences of less than an entire day.

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Myel Cord

~~AS~~

Mr

Frank Vorkus



Bill Pitts
Christy
Alma Cumber
Shantay




Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.5 Set Up/Shut Down Time

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

TA SEIU 1000

4:50pm

6/2/16

Brenda Mott
Bruce Free
Sasha P
Brenda

Robert Vega

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Maria
Rina

Nyel Cede

Brooke Piempa

Maryann

TA 4:50 pm
6-2-16
Tom Marwick

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

19.10 Work In Multiple Time Zones

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

TA SEIU 1000

- Appendix 1, Unit #1*
- Bruce Thiel, unit 3*
- Sophia Berlin BU4*
- Brad Willis BU11*
- Robert Vega BU14*
- Max Statter BU15*
- Kimberly Carant BU17*
- Paula Jones BU20*
- Marybeth Cook BU21*
- Brooke Plemper, staff*
- Margaret...*

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Pat Wilson
Rally Smart
Kathy...
J. Jones
S. Jones 6-1-2016
T. Marquette
D. Jones
H. Jones
M. Jones
K. Jones
S.S.
Khaynie Jones
John Jones
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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
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A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.

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.

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

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

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

19.12 Standby Time

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A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.

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B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.

C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of CTO, which may be prorated on the basis of

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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.

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Robert Vega
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Vanessa Smith
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TA 4:50 pm
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D. King
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Markus Schuttz
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C. Stoney
Pat Wilson
P. Smart
G. J. V.



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.16.21 Shift Change (Unit 21)

- A. Except in emergencies, the State shall provide fourteen (14) calendar days advance notice of permanent shift changes so that the employee has an opportunity to reschedule his/her obligations.
- B. When a department has approved an educational program for an employee and subsequently requires the employee to change his/her shift, as defined above, the department will support the employee's claim for reimbursement of the nonrecoverable cost of tuition for the educational program, if the shift change requires the employee to discontinue the educational program.

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6/11/16

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Sharon Taylor
Sharon Taylor
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Julia
Ernie Vorhies
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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 2

*6-15-16
SEIU LOCAL 1000 TX*

The Union proposes the following rollover language:

**19.19.21 Work Week Group E - Policy (FLSA-Exempt)
(Unit 21)**

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

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

1. Management determines, consistent with the current MOU's, the products, services, and standards which must be met by FLSA-exempt employees.

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

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

4. FLSA-exempt employees are expected to work within reason as many hours as necessary to accomplish their assignments or fulfill their responsibilities.

5. Consistent with the services which management has determined must be provided, FLSA-exempt employees are to be given discretion in establishing their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts, must receive approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave) and for absences of one day or more, and must respond to directions from management to complete work assignments by specific deadlines.

6. Consistent with the salaried nature of FLSA-exempt employees, these employees:

1. Shall not be charged any paid leave for absences in less than whole day increments.

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Supriya Kumhar


3-15-16

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SEIU LOCAL 1002 PA

Miguel Corda
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Joanne Vorhies
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2. Shall not be docked for absences of less than a day.
3. Shall not be suspended for five (5) days or less when facing discipline.
4. Shall not have absences of less than a day recorded for attendance, record keeping, or compensation purposes.
5. May be allowed, with approval of appointing power, absences with pay for one or more whole days due to excessive work load or other special circumstances not defined in their duty statement.

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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 2

The Union proposes the following rollover language:

19.19.21(a) Guidelines for Applying Work Week Group E Policy (Unit 21)

The purpose of this document is to provide additional guidelines for both supervisor and the employee to assist them in applying the WWG E work week group policy as implemented on January 24, 1994.

Not discussed fully in the WWG E policy is the essential need for ongoing communication between supervisor and employee. This is, of course, two way communication not merely one way. While no one can lay down absolute rules for how often supervisors and employees need to have dialogue, they must do so frequently enough so that both are provided with information they need for each to fulfill their roles in completing work and achieving the mission and goals of the organization.

WWG E employees are not paid for time spent per se, but for work performed. It is therefore appropriate that the focus of the dialogue between supervisors and employees be primarily on what work is to be done, when it is to be completed, and perhaps, how it is to be completed. This includes, not only, specific work and products that have

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definite deadlines, but also ongoing functions such as interaction with or providing consultation to other employees. Generally, prescribing specific hours should not be necessary. The needs of those receiving consultation or advice and their availability, coupled with the other work requirements an employee has should indicate how these important needs can be met. This may be by a variety of methods and it may employ time frames that change from week to week, in some cases, while in others the time spent in providing consultation to colleagues, etc, may be fairly fixed and consistent.

As much as possible, the employee should be given flexibility in determining how and when this is done, provided that this function is being adequately taken care of. If an employee fails to fulfill this function, it may indicate the need for a more fixed schedule in terms of being available. It is important, also, that if work requirements and/or deadlines or other situations change, that the supervisor continue to inform the employee on a timely basis of such factors so that the employee is able to make whatever adjustments are necessary in terms of effort, time, and/or changing priorities to meet the changing expectations of the supervisor.

From the supervisor's point of view, it is important that the employee not only be diligent in working towards completion of various assignments, but also be diligent concerning providing the ongoing assistance and/or performance of his/her duties that may be necessary for the effective operation of the particular work unit. This means that as situations change or as work progresses, the supervisor needs to receive feedback from the

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James C. ...
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employee on a fairly frequent basis, especially when any problems or change takes place that might require some adjustment in work, product, methodology, etc. It is also important in case changes occur that a supervisor must be able to communicate with an employee if needed. This makes it essential that employees are diligent in keeping their office informed of their whereabouts and their schedules. While it is not always possible, it should be done probably at least on a weekly basis. Where changes occur, these should be reported and the schedule adjusted accordingly. This does not necessarily mean the filling out of long detailed written schedules, in practically all cases, these are unnecessary. What is necessary is whatever it takes so that if a supervisor on Tuesday morning at 10 a.m. finds it essential to discuss an issue with an employee, that the employee's secretary or colleagues know the employee's schedule and how, if possible, he/she may be reached.

In the case of an employee's being at a doctor's appointment or in court or in a variety of other situations, the employee may not be reachable at a given time, but information should have been provided so that the supervisor knows when the employee will next either call in or be available for discussion. In some cases, arrangements which for example provide that the employee will be available during specific hours a given day may be useful in providing opportunities for either discussions with the supervisor and/or colleagues needing or providing assistance. These matters, of course, should all be discussed thoroughly by both supervisor and employee so there is a clear understanding of the expectations both have with regard to availability, completion of work assignments, etc.

*DA
Anne Cerunika*

You will note that in the paragraphs above, while times for consultation, etc. were discussed, there was little mention made of any sort of fixed hours or work schedule, except in the one hypothetical example in the last paragraph. This approach is in keeping with the WWG E concept since it avoids the notion that the employee is required to work a fixed work schedule. This is, in fact, the basic concept of the WWG E work week group policy and is what distinguishes it from WWG 2. Fixed work schedules that are not based on actual operational needs are not appropriate to the WWG E policy. While it is true that the typical business hours of most State agencies and offices is from 8:00 a.m. to 5:00 p.m., Monday through Friday, this does not translate into requiring an 8:00 a.m. to 5:00 p.m. or other fixed schedule for all employees. While it may, in fact, be necessary for a particular WWG E employee to generally work a schedule that appears to follow the 8:00 a.m. to 5:00 p.m. regime, this should only occur because the work being performed dictates such a schedule. If in fact the work need not be performed during those specific hours, there is no operational need to require those specific hours, or any other specific hours for that matter. Counting hours is antithetical to the WWG E concept. Supervisors should be aware that it is not the time spent in the office, or even the time spent in the actual performance of duties that should be the subject of evaluation of an employee. Rather, the quality of work performed, the work product itself and the fulfillment of professional duties should be the focus of evaluation. If there are deficiencies in these areas, the corrective action/adverse action procedures should be followed.

See Local Law 7A

*me
ll
R
j
ca*

*JR
J. J. ...
②*

If an employee is not available for consultation with other employees and is therefore not fulfilling that responsibility, that must be the focus of attention, not whether the employee is available during specific hours in the office. Employees need to be aware, however, that if they are not fulfilling their obligations in terms of consultation with other employees, etc. management does have the right to temporarily impose a more fixed work schedule in order to insure that these duties are being performed. If this becomes a matter of dispute, then outside help should be sought so that the difference of opinion can be resolved. Where this does not occur, the expedited dispute procedure which has been negotiated should be followed.

NEW LOCAL 6000 TAX

April 15, 2016
John [Signature]

[Signature]
James
Vorkin
[Signature]

[Signature]
James [Signature]
[Signature]



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.28.21 Reduced Work Time (Unit 21)

Employees who voluntarily reduce their work time pursuant to the Reduced Work Time Act shall have right of return to full-time employment pursuant to Government Code section 19996.24 and DPA rule 599.836

10:00 A.M.
10:00 AM
6-16
[Handwritten signatures and initials]

1:52 PM
6/11/16
[Handwritten signatures: Jim Peters, [unclear], [unclear], Sham Tay, [unclear]]



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

Adm.
1000 TA
6-16
[Handwritten initials]

The Union proposes the following rollover language:

19.29.21 Release Time for Commercial Driver's License Examination (Unit 21)

1:52 PM
6/11/16

A. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:

[Handwritten signatures]
Shan Tan
[Signature]
[Signature]
[Signature]

1. The employee is required to have the designated commercial driver's license and endorsement(s);
2. The examination is scheduled during the employee's scheduled work hours;
3. The examination does not interfere with operational needs of the department; and
4. The employee has a valid current medical certification, acceptable to DMV.

If medical certification provided by a department designated contractor physician or clinic is rejected by DMV on the date scheduled for examination that requires an employee to schedule an additional medical examination date, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

Julie Peters
John J. Kelly
Superintendent
Shawna
JP

- B. Upon ten (10) work days notice, the department will allow the employee to use a State vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.

- C. Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

EU 1000 TA
Yund Gaden
[Signature]
[Signature]
James
Vorhies
[Signature]



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.30.21 Community Colleges Program Assistant I (CCPA I) – FLSA Exempt (Unit 21)

The Community Colleges Program Assistant I (CCPA I) is the only education assistant classification in the Unit 21 series that is Work Week Group 2 and not Federal Fair Labor Standards Act (FLSA) exempt. To be consistent with the other education assistant classifications in the Unit 21 series, it is agreed upon between the State and the Union to make the CCPA I employees at the California Community Colleges exempt from the overtime requirements of State and Federal applicable wage and hour laws. There will be no overtime given to such employees for hours worked in addition to eight (8) hours per day or forty (40) hours per week. Such employees shall be treated as salaried/professional employees for all purposes including but not limited to leave time and work hours

1:52 PM
6/11/16

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[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Handwritten notes:
LOCAL 1000 TA
6-9-16
[Handwritten signatures]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

21.1 Telecommute/Telework Program (Excludes Unit 17)

SEIU 1000

4:50pm

6/2/16

[Handwritten initials and signatures: M, Bay, J, Bu, RV, MUP, FS, Mc, BP, Z]

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.

[Handwritten notes: TA 4³⁰, 6-2-16, Pam N...

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.

[Handwritten signatures and initials: [Signature], J/B, SBC, [Signature], AM, MS, DM, TU, [Signature], [Signature], [Signature], [Signature], [Signature], [Signature]

C. Formal written telework or telecommuting policies



Union Proposal

Master Table

Date 6-10-16

11/6 a

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

Reason
4:33 p 6-10-16 pm

TA 10:33 am
6-10-16.16
Pam Manville
Travante

Brendy M
Bruce F
Sophie P
Brod W
Mung K
K. Cant
R. ...
Mye C
S. ...

~~...~~
Stephanie B
K...
Salvador
SSak
JB
car
Khaquie
Patty Admont
K...
Wilson

Out



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 3

The Union proposes the following rollover language:

21.16.21 Professional Responsibility (Unit 21)

- A. It is the State's policy to allow Unit 21 employees the exercise of professional judgment in their work including work methods, objectives, and hours.
- B. Unit 21 employees shall exercise their professional judgment in their work, including scheduling of work hours and locations consistent with the fulfillment of professional responsibilities.
- C. Both parties recognize that ultimate responsibility rests with management.

3-15-16
W Local
TR

[Handwritten signatures and initials on the left side of the page]

TA 06/16/2016
0335
S/BWP
[Handwritten signature]



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

21.17.21 Recognition of Authorship (Unit 21)

1:52 PM
6/11/16

The State employer shall recognize authorship of Unit 21 civil service employees involved in the writing of publications and preparation of electronic media presentations by identifying principal contributors and/or authors in said publications and presentations. In the event of disputes involving the identity of principal contributors or principal authorship, the department head or designee shall resolve such disputes.

J. B. O'D
Jill Ketter
Shirley Jones
Shirley Cantor
Sherry Taylor
Sherry

Employees may request their name not be cited within the publication.

1:00 AM
SEIU 1000 TA
5-9-16
Mylor
[Signature]
[Signature]
Boone
Vorhies
[Signature]



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**21.24.21 Job Related Conferences and Conventions
(Unit 21)**

The State and the Union recognize that certain benefits accrue to the State and Unit 21 employees through participation in job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities as are of value to the State.

1:52 PM
6/11/16

~~BooD~~

Jill Hutton
Christina
Signe Curulewicz
Sharon Taylor
E. Bul

10:30 AM.
10 (see TA
-9-16
Jill
[Signature]
[Signature]
[Signature]
[Signature]



Union Proposal

Master Table

Date 10-10-16

Proposal No: 1

SEIU Local 1000
2:46 pm
12-2-16

The Union proposes the following rollover language:

24.1 Entire Agreement

A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

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

Handwritten signatures on the left side of the page:
Brenda M...
Bruce...
Karen...
Brend Willes
Robert...
Mary...
J...
R...
Myra...
B...
Margaret...

Handwritten notes and signatures on the right side of the page:
TA 12:00P
6-27-16
D...
K...
S.S...
G...
Tiffany Navari
M...
H...

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 Mohr
Bruce Chief
Green
Brad Wille
Robert Keger
Mary Sketta
L. C. [unclear]
Dana [unclear] BU 20
Muel Corder BU 21
Sooke P [unclear]
Marge [unclear]

TA 12:00 pm
6-27-16
Pammanwila
Khaunee
Pat Wilson
S. Saku
Jort
H. H. [unclear]
Gini [unclear]
Kathy [unclear]
H. H. [unclear]
S. S. [unclear]
J. B.
Tiffany [unclear]
Marilyn [unclear]
Stacy [unclear]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

24.2 Duration

- A. Unless a specific provision provides for a different effective date, the term of this Contract shall be July 2, 2013 2016 to July January 1, 2016 2020.
- B. In the six (6) month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.
- C. If a proposal does not include an effective date, the effective date shall be the first day of the pay period following ratification.

SEIU LOCAL 1000

Brendt Mitt

Bruce Theel

Sash Pen

Brendillo

Robert Vega

Wendy

X Portant

Jonas Bure

12/2/2016

Maryanne

TA 2:45 a.m.
12-3-16
Tom Marwick

Alfred

Stephanie

S. S. h
Agnes

Maryanne

Maryanne

Sherry

Pat Wilson

Patty Smart



Union Proposal

Master Table

Date 6.2.16

1045am

Proposal No: 1

The Union proposes the following rollover language:

24.3 Continuous Appropriations

The State and SEIU agree to present to the Legislature as part of the MOU bill a provision to appropriate funds to cover the economic terms of this agreement through July 4, 2016. This will maintain employee salaries and benefits in case of an untimely budget.

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

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

[Handwritten signatures:]
Elena J. Mitt
Bruce Shel
Joseph Petr
Brad Keller
Robert Vega
Mandy [unclear]
Nanette [unclear]
Roma [unclear]
Myra Condon
Brooke Pierra
Maggie Mead

[Handwritten signatures:]
Pat Wilson
D. [unclear]
John
S. Sar
Khaque
Pat Wilson
Kathy
[unclear]
Pat [unclear]
Pat Wilson
Marie Schutz
Z. Livanda
Traverette
K. [unclear]

10:44am



Union Proposal

Master Table

Date 6-2-16

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #1 – Golden Handshake

If the Golden Handshake provisions are offered during the term of this Contract and the CDE or any of its Special Schools or Diagnostic Centers participate, the department will consider offering it to Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 employees in the CDE.

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

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

Brendy Mohr
Bruce Thal
Sophia
Brie Miller
Robert Vega
Heather
Nancy
Kerri
Myra Corbin
Brooke Pampa
masjudeh

Pat Wilson
Darius
John
P. Smart
SSA Klaginski
Marilyn
Alvanca
Inavarette
KAGZ

10:44am



Union Proposal

Master Table

Date 6-2-16

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #2- Domestic Partner

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code section 297.

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

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

Brandon J. Mohr

Bruce Theel
Joseph Rich

Braun

Robert Negro

~~Man~~

~~Wanda~~

~~Kimberly~~

Angie Coan

Brooke Perma

Marybeth

Pat Wilson
Darryl

Bob

PO Smart
Jim

SSA
Kathleen

PPW
Marlene Schultz
L. Oliviana
T. Mayasette
K. S.

10:44am



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
6/2/16

TA 4:50pm
6-2-16
from monville

[Handwritten signatures and names on the left side of the page]
Brendy Mitt
Bruce Thiel
Brad Miller
Robert Vega
Maura Kelly
Teresa S.
Ronald
Myra Cardor

[Handwritten signatures and names on the right side of the page]
Pat Wilson
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[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

[Handwritten signature]
Brooklyn Pierce
Miller

This agreement, however, is intended to provide a proactive framework for facilitating Union access and addressing disputes before they escalate.

SEIU 1000

In that spirit, the State and the Union are fully committed to the following principles:

- Department/Union cooperation in seeking solutions to access issues
- Swift resolution of disagreements when they occur
- An ongoing understanding of, and respect for, each others' particular operational needs

We now look to you to implement this agreement in the spirit in which it was negotiated. There will be joint training provided on the agreement at a date still to be determined.

Attachment

This document is developed for the purpose of implementing the collective bargaining agreement. Department personnel and Union representatives are encouraged to discuss/resolve access problems if they arise.

The Union shall provide advance notice of its intent to visit worksites. Departments shall notify the Union of the appropriate

Marlene Schutty
Pat Wilson
Tmavanette

S. Livando
6/9/2016 8:26 PM

TA
6-10-16
Pam morik
1033 am

Khaymi
SSA
C...
P...
S...
G...

JK
ASW
K...
H...
R...

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BJ
C...
BW
RV
NCP
PC
ME
BP
m

person to receive notice. Providing notice shall not be interpreted as requesting permission. However, where worksites with legitimate issues of safety, security or patient care exist, reasonable accommodations for access and/or distribution of information shall be provided. Departments shall discuss such accommodations with the Union.

SEIU 1000

[Handwritten notes on the left margin:]
 Bw
 RV
 nlp
 ka
 FG
 ne
 SP
 m

The Union has the right to distribute information where represented employees work. The Union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

TA 10³³
 6-10-16
 Pam Manwiller

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the Union and its members.

S. S. Hill
 Corliss
 St. Amant
 Stephanie Hill
 G. M.
 H. Hernandez

When problems/issues regarding union access to members' worksites occur, and cannot be resolved at the department level, the following persons should be contacted:

Pam Manwiller, Deputy Director CalHR	(916) 323-7995
Paul Harris, Chief of Staff SEIU Local 1000	(916) 554-1241
Felix DeLaTorreYork Chang, Chief Counsel SEIU Local 1000	(916)-554-1279(323) 525-2984

[Handwritten notes on the right margin:]
 SA
 RR
 MS
 Marlene Schutz
 PO
 S. Sullivan
 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

Brenda Mads
Bruce Huff
Sophia Reich
Brad Willis
Robert Vega
Mar S. Pater
K. Camp
Romana
Meredith Cordeiro
Brooke P. Camp
Marilyn Mads

TA 10³³
6-10-16
Pam Mansilla
Maxine Schultz
T. Maravette
S. Sub
Cynthia
Patricia
Stephanie
G. J.
Herrera
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

TA
SEIU 1000

The Union proposes the following rollover language:

Side Letter #4 – Access Agreement

Date: March 5, 2007

To: State of California Department Heads and Labor Relations Officers SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives Subject: Side Letter Regarding Access

Over the last two years, the State of California and SEIU, Local 1000 have struggled to find a balance between the State's operational needs and the Union's need to access the employees it represents at their worksites. This challenge has resulted in a number of serious confrontations, including arrests, as well as legal conflicts in various forums that continue to this day.

In the interest of harmonious Labor Relations, the parties agreed in June of 2006 to work with a neutral mediator and make a good faith effort to resolve the issue. The enclosed document is the result of those sessions between the CalHR and SEIU, Local 1000.

As with all agreements, both sides had to compromise.

TA 1033a
6-10-16
Pam Manville

Chayni
Werner
SBR

Marken Schuttz
Pat Wilson
T Nawarrette
S. Shivamurthy

Bud
AD
[Signature]

[Signature]
S. S. [Signature]
Cynthia

[Signature]
[Signature]
Stephanie [Signature]
RK

person to receive notice. Providing notice shall not be interpreted as requesting permission. However, where worksites with legitimate issues of safety, security or patient care exist, reasonable accommodations for access and/or distribution of information shall be provided. Departments shall discuss such accommodations with the Union.

The Union has the right to distribute information where represented employees work. The Union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the Union and its members.

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

TA SEIU 1000

[Handwritten initials: B, BW, RV, mcp, te, FG, MC, SP, m]

TA 10-33
 6-10-16
 Pam Manwiller

S. S. [unclear]
 [unclear]
 [unclear]
 [unclear]

Mariene Schutz
 [unclear]
 [unclear]
 [unclear]
 [unclear]
 [unclear]

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.

TA SEIU 1000

~~Barbara M...~~
Bruce Huff
Sophia Rich
Brad Willis
Robert Vega
Mar S. Patz
~~Al...~~
Richard...
Meredith Cordova
Brooke Peck
Mary M...

TA 10³³
6-10-16
Pam Mandile
Maxine Schultz
Tranavette
S. Sol
Cynthia
T. Amant
Stephanie
G. Y.
H. Hernandez
~~...~~
~~...~~
Chamique
S. S. Minant
D. Wilson
Pat Wilson

10:44am



Union Proposal
Master Table

Date 6-2-16

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #5 – Student Assistants

The State and the Union agree that hiring student assistants may be necessary to give students the opportunity to gain experience in their field of study and give the State the ability to attract high quality candidates for possible hire. Student assistants shall not displace SEIU represented employees.

This article will be subject up to step three of the formal grievance process and will not be arbitrable.

TA 480
6-2-16
pam manwiler

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

Handwritten signatures on the left side of the page, including names like "Brenda", "Cruz", "Brewer", "Robert", "Ma", "Linda", "Dorinda", "Myra", and "Suzanne".

Handwritten signatures on the right side of the page, including names like "Pat Wilson", "John", "Katherine", "S. Sch", "Mark", "S. Sch", "T. Navarrete", and "K. S.". There are also some initials and scribbles.

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Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 2

The Union proposes the following language:

~~Side Letter 6.21 Department of Consumer Affairs
Bureau Closure Agreement~~

~~To mitigate the impact to the employees affected by
the Bureau closure on June 30, 2007, the DCA
agrees to the following:~~

- ~~1. Allow employees a two 2-year Training and
Development (T&D) Assignment to SSM I or II
(as applicable) positions at DCA (July 1, 2007—
June 30, 2009).~~
- ~~2. If agreed to Option 1, employees will extend
surplus status one 120 days, starting on July 1,
2007 and remain on SROA status in current
classification until October 28, 2007.~~
- ~~3. At conclusion of the T&D Assignment (on or
before June 30, 2009), employees must transfer
to the SSM I or II position (as applicable) or be
laid off. If employees transfer they will be placed
on re-employment list for their appropriate
classification starting on July 1, 2009.~~

*6-5-16
SEIU 1000 TA
[Handwritten initials]*

*TA
06/15/2016
1103
SJB
Shamir
Lynne C...
[Handwritten signatures]*

4. ~~Employees who elect to voluntarily demote to SSM-I or II (as applicable) positions on July 1, 2007 at DCA in lieu of the T&D will have their probationary period waived, will retain salary and benefits as appropriate and will immediately be placed on re-employment status on July 1, 2007.~~

5. ~~If the Private Post-Secondary and Vocational Education Program is re-established in the Department of Consumer Affairs, employees currently in the Private Post-Secondary Education Senior Specialist and Private Postsecondary Education Specialist classifications as of June 30, 2007, shall have priority consideration for authorized positions that may exist in the newly re-established program.~~

6. ~~DPA will e-mail departmental Personnel Officers a reminder to refer to the policies and procedures regarding the Lay-off process, SROA/Surplus letters and hiring practices.~~

7. ~~This agreement applies only to the employees impacted by the Bureau closure and only in these positions at DCA.~~

8. ~~This agreement represents a final resolution to the Bureau for Private Post-Secondary and Vocational Education closure.~~

JB
Sharon Taylor
Department
Sharon Taylor
Julia

15-6
1000 TA

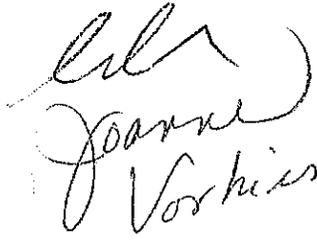
Me
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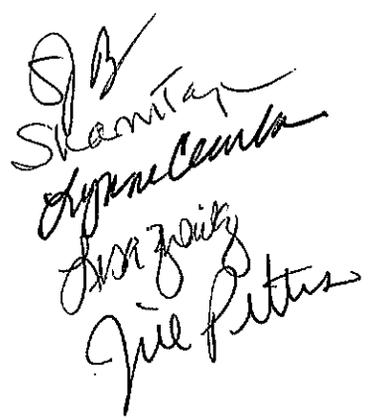
9. This sideletter/agreement shall expire upon expiration of this contract.

RCV 1000 TA

Myel Corda



Joanne
Vorhies



Shamita
Dynamis
Anzai
Julie Pitts



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

Brandon M...
Bruce...
Sophia...
Brook Willis
Robert Vega
M...
KL...
Rena...
Art...
Brooke...
Margaret...

TA 10³³ am
6-10-16
Pam...
Pat Wilson
Tiffany Navarette
Marlene Schultz
J...
J...
S...
S...
K...
C...
S...
S...
G...
W...



Union Proposal

Master Table

Date 6/10/16

7:25

Proposal No: 1

SEIU 1000 TA

The Union proposes the following language:

Side Letter #15

In recognition of the merger of the Department of Personnel Administration and State Personnel Board, all references in the MOUs to the Department of Personnel Administration (DPA) shall be changed to the

California Department of Human Resources (CalHR). References in the MOU to the State Personnel Board (SPB) will be evaluated to determine the appropriate entity's jurisdiction (CalHR or SPB).

Any reference to the Department of Mental Health (DMH) shall be changed to Department of State Hospitals (DSH).

Any reference to the Department of Fish and Game (DFG) shall be changed to Department of Fish and Wildlife (DFW).

The parties recognize that during the term of this agreement Departments/Agencies names may change as a result of the Governor's reorganization plan(s) and may be modified in this agreement accordingly.

TA 725
6-11-16
P
Tom Manak

Tiffany Nawarath
Marlene Schultz

Pat Wilson
Stephanie

Qu Yi
S. Senzo

Khaynie
S. Sa

J. B...
H. K...
K...
Cynthia

6/10/2016 2:22 PM
L. M...
D...

[Handwritten signatures and notes on the left margin]



Union Proposal

Unit 4

Date 12/2/16

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 16.4

Any provisions of the contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

8¹⁹_R

TA 12-2-16
Tom Manwile

SEIU Local 1000 TA

[Handwritten signatures]
James Scott
Heleen Jefferson
Evelle Ambrose
JE Alway



Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 16.21

Any provisions of the contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

6-15-16
Side Letter FA
[Handwritten signatures]

[Handwritten signature]
J. J. ...
...
...

JA 1106
06/15/2016
J. Paul
Shaontay
...
...
...



Union Proposal

Master Table

Date 6-2-16

10:44am

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #17 - Employee Work Locations

Once a year, the Union may request a department to provide information regarding the physical location (e.g., division, floor, yard, building, cubicle, etc.) of SEIU 1000 represented employees at any worksite. When possible this information shall be provided electronically.

Departments are not requested to create the information requested. The department will provide information if it already exists or is currently maintained.

This provision is not subject to the grievance and arbitration procedure of this contract.

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

Handwritten signatures and notes on the left side of the page, including names like "Brooke Peerman" and "M. L. ...".

Handwritten signatures and notes on the right side of the page, including "TA 4 P 6-2-16", "Team member", "D. Wilson", "S. Sam", "K. Brock", "P. P. ...", "M. ...", "S. ...", and "T. ...".

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

Brenda J. Mohr
Bruce G. Lee
Sophia Peters
Brook Wilke
Robert Vega
Mae V. ...
K. Cant

Ronald ...
M. ...
Suzanne ...
M. ...

TA 12:25
12-3-16
Tom ...
Stephanie ...
S. ...
Mary ...
C. ...
Shaynie ...
Stacy ...
Marlene ...
Pat ...
Patty ...