



Union Proposal
Master Table

Date _____

Proposal No: 1

SEIU 1000 TA

The Union proposes the following rollover language:

Brendy MA
Bruce Huff
Scott Pen
Bruce Will
Robert Vega
Maria S. Patten
Al Cant
Kevin
Phil Cole
Brooke Pemp
Marymark

Preamble

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

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

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6-27-16

khayrie
SSuh
mem
John Manville
Art Wilson
Stacy Klumick
Martine Schmitt
T Navarette
JB
Pat Smart



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

1.1 Recognition

A. (Unit 3) Pursuant to Public Employment Relations Board (PERB) Decisions SA-SR-3, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Professional Educators and Librarians Bargaining Unit, hereinafter referred to as Unit 3. Unit 3 consists of all employees in the job classifications listed by title in the salary schedule attached hereto and incorporated by reference as part of this Contract. Any new classes established and assigned to Unit 3 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.

06/12/2016
1145
P.A. Linder

*BAF
JMK
AK
B
SA*

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

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11:45am

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P.S.
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Bruce Theef
John M. Kim
Joyanne Knezy
Bill
Luigi
Steve Stupfeld



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

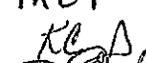
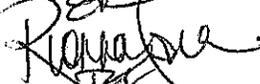
TA SEIU 1000

2.1 Union Representatives

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

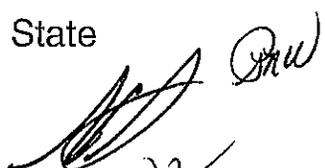
1. The enforcement of this Contract;
2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
3. Informal settlement conferences or formal hearings conducted by the PERB;
4. Matters scheduled for hearing by Victim Compensation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




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 RV
 MLP



 Brooke Pienp


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 Pam
 Manville


 SABZ





6. AWOLs and appeals to set aside resignations;

7. Discussions with management regarding denials of reasonable accommodation;

8. The CalHR statutory appeal hearings.

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

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

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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

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Pat Wilson



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

2.3 Use of State Equipment

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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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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.

Brenda J. Mott

Bruce Theel

Joseph Peltier

Brad Wilks

Robert Vega

~~Mandy Saper~~

~~Ed ...~~

~~Ronald ... BU 20~~

Miguel Cordova BU 21

Brooke Prempa

Mary Murch

TA 450
6-2-16
Pam Menale

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P. Wilson

H. Ham
P. Arnold

[Signature]



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)

- 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. Lincoln
Marilyn Schultz
D. Wilson
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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 Theof
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Brad Wilby
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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2.6 Steward Time Off

*Unit 1071
Unit 304
Unit 314
Unit 311
Unit 314
Unit 315*

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.

*Unit 317
Unit 320
Unit 321
Staff
represented*

*TA 4:30 pm
6-2-16
pam manville*

[Handwritten signatures]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

2.7 Employee Time Off

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

SEIU 1000
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TA 450 p
6-2-16
Tom Mendel

[Handwritten signatures]
P. Wilson
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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.

TA SEIU 1000

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

2.9 Union Information Packets

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

TA SEIU 1000

Brenda J. Mott
Bruce G. Hall
Suzanne Miller
Brook Willis
Robert Vega
Maurice State

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From Marlene
S. Basso
C. Wilson
S. Basso
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P. Amant
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K. Hays
S. Sec
J. H.
Therese
S. Williams
Marlene Schuttz

Toward
K. Williams
Michelle Cordeiro
Brooke Pierman
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Union Proposal
Master Table

Date _____

Proposal No: 1

TA SEIU 1000

The Union proposes the following rollover language:

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2.10 Orientation

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

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DAM
[Signatures]



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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Bruce Theel
Suzanne Peltier
Bruce Willis
Robert Vega
Mary Katter
James [unclear]

2nd fl
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Denny
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Richard [unclear]
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Booker P. Kemp
Michael [unclear]

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

3.2 Release of Home Addresses: Non Law Enforcement Employees

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.

TA 2:30p
6-2-16
Denny
Mondillo

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.

TH 2 30
6-2 to
Pam Manville

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

Brendy Mott
Bruce Theel
Sophie Klein
Brad Wells
Robert Vega
Mae Stapp
Gang
Dana
Miguel Cordova 2024
Brooke Perryman
Margaret

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

I. Nature of Material

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

TA 2nd P
6-2-16
Dana Manville

Stephanie Torres

SM

[Signature]

6-2-2016
Katherine
D. G. [Signature]
Marlene Schultz
H. [Signature]
S. [Signature]

[Signature]
Patty [Signature]
Mary [Signature]



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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6-2-16
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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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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000

5.1 No Strike

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

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

Brenda Mott
Bruce Sheel
Jessie
Brook Miller
Robert Vega
Man & Staff
Carroll
Ronald
Michelle
Brook Pierra
Marshall

TA
06/05/2016
10:35am
Don McNeill
S. Bass
SSU
Mullen Ahneltz
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S. Williams
W. H.
Khayn
N. Wilson



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

Branch of MIA
Bruce Theel
Joseph Beck
Brod Willis
Robert Vega
Man Velt
K. Canty
Ronald Brown
Miguel Carlos Buzi
Brooke Picompa
Margy Made

TW 480 p
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Dan Manwila
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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 Mab

Bruce Sheel

Sophy Pein

Brad Willie

Robert Vega

Alan S. Felt

Carly

Ronald [unclear]

Miguel Gordon BU21

Brooke Pienzo

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Union Proposal

Master Table

Date 6-5-16

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

5.5 Reprisals

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

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Bundes. Thal
Bundes. P...
Brook Willis
Robert Vega

M...

J. Cant
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R...
Myra Cook

Brooke Perry

Mary Maldonado

TA 9:00 am
6-6-16
Pam Manwiler
Pat Wilson
Marlene Schultz
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Tiffany Navarrette
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Py smart
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.6 Supersession

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

A. Government Code Sections

1. General

19824

Establishes monthly pay periods.

19838

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

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

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

2. Step Increases

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

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

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

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

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MSAs are denied due to lack of funds.

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

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

3. Holidays

19853 Establishes Holidays

19854 Adds Personal Holiday

4. Vacation

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

19856.1 Allows CalHR to establish rules for vacation accrual for

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absences of ten days or less.

19858.1

Establishes vacation earning rate.

19863

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

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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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7. Industrial Disability Leave (IDL)
19869
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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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19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.

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

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

13. Deferred Compensation

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

14. Relocation Expenses

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

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15. Travel Expenses

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

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

16. Leaves of Absence

19991 Allows release time for civil service examinations.

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

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

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

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continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.

19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

17. Performance Reports

19992 Allows the establishment of performance standards.

19992.1 Requires performance reports to be accurate.

19992.2 Requires the appointing power to prepare performance reports and show them to the employee.

19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by CalHR rule.

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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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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.7 Non-Discrimination

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

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

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

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

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

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

TA SEIU 1000

- Brenda Wood, Unit #1
- Bruce Thiel, Unit 3
- Sasha Peltier BU 4
- Brad Weller BU 11
- Robert Vega BU 14
- Man ~~Stiller~~ BU 15
- Kimberly Conant BU 17
- Ronald ~~Lawson~~ BU 20
- Wynne Cole BU 21
- Brooke Perry Staff
- Mary ~~Harbor~~

TA 6-2-16
Tom Manville

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N. J.
D. Wilson
B. Chang
S. S.
T. Manville
J. V.



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

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Robert Vega
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Brooke Pierce
Margaret Moch

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.10 Labor/Management Committees

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

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

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

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

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Brad Willis
Robert Vega
Maurice
K. P. Cant
R. J. Jones
Nigel
Brooke P. Campa
Mary M. Wade

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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T. M. Wade



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

5.11 Dignity Clause

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

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Brenda M. Mink

Bruce Taylor

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Robert Vega

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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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- Brad Willis
- Robert Negea

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Union Proposal
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The Union proposes the following rollover language:

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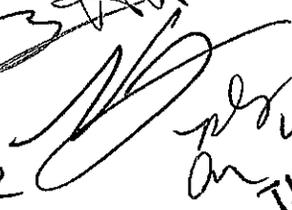
5.14 Joint Labor/Management Committee – Model Policy

- 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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Joseph Allen

Bruce Willes

Robert Negea

Max Skutt

Tommy

Riana

Miguel Torres DU 21

Brooke Perryman

Mary Beth

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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J. Johnson

John

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Union Proposal
Bargaining Unit 3

Date: _____

Proposal No: 1

The Union proposes deleting the following language:

~~5.15.3 Joint Labor Management Committee
California Beginning Teacher Support and
Assessment (BTSA) (Unit 3)~~

~~The California Department of Education, State
Special Schools, will be establishing a Joint
Labor Management Committee to review the
credentialing requirements of the California
Beginning Teacher Support and Assessment
(BTSA) induction program for possible
utilization of the State Special Schools. The
committee shall begin meeting within ninety
days after ratification of this contract, provided
that the 90 days is during the normal school
year. The committee by mutual agreement
shall determine its meeting schedule and
agenda. The committee will consist of an
equal number of Union and CDE
representatives.~~

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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
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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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Pat Wilson
Marlene Schultz
Salvatore
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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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- Pat Ellison
- Martine Schultz
- S. Villanueva
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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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Joseph
Bud Wells
Robert Vega

Mark Waters
K. Cant
Zonia
Myra Cook
Brooke Preme
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Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

LOCAL 1000 TA

5.19.3 BU3 Classification and Compensation Committee (Unit 3)

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John Kim
James Knapp
JMM
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Sturfield

The purpose of the committee shall be for SEIU Local 1000, Bargaining Unit 3 and the State to discuss topics related to compensation, classification, credentialing and related issues as they affect the recruitment and retention of highly skilled educators in State service.

The committee shall include three standing members named by the Union and at least one representative each for CalHR, CDCR and CDE. By mutual agreement, additional representatives selected by the Union and by CalHR will join the committee on behalf of rank and file and management in the following departments and divisions: CDCR/OCE, CDCR/DJJ-ESB, CDE, DDS, DSH, and DOR. Expert witnesses may also be invited by the committee.

The committee shall be co-chaired by one individual selected by the Union and one individual selected by CalHR. The Union and CalHR will agree on the

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Sharon M. Swain
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agenda for each meeting at least 14 days in advance. The State shall send representatives with expertise relevant to the subjects on the agenda for each meeting. The committee shall, by mutual agreement, determine the meeting schedule and ground rules. The committee shall meet at least once every three months, and shall convene its first meeting no later than 90 days after ratification of the MOU.

The State agrees that Union representatives and expert witnesses shall serve on the committee with no loss of compensation or benefits. The State shall not incur any costs associated with travel expenses as a result of participation in the committee.

The Union and the State agree to address the following subjects, without excluding issues that may arise while the current MOU is in effect, and to endeavor to resolve challenges:

1. Cross-training and career mobility for credentialed educators
2. Applicability and standardization of the academic compensation model to all BU3 classifications, including librarians

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3. Standardization of CDCR teacher salary schedules

4. Differentials and stipends

5. Succession planning

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Mark
Juzanne Krass
RIM
Suzel. H.
D. Shufeld

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Union Proposal
Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

5.XX Geographic Compensation Task Force

SEIU 1000 TA

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

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

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

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Khanie
Cynthia
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T. Navarrette
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Pat Wilson
Gilly*

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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 Wilbur
Robert Rego
Mae Spiller
K. L. ...
R. ...
Myra ...
Liz ...
Marguerite

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Stephan ...
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Nathaniel ...
Gilly ...
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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

Brendy M... Unit 1
Grace Sheel, Unit 3
Joseph Penn BU4
Bob Willes BU 11
Debbie BU 14
John S... BU 15
Kimberly Carant BU 17
Ronald... BU 20
Myra Carter BU 21
Shirley Penn... Staff
Elizabeth...

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

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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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PR TA 900 an
6-6-16
Pam Manville
Pat Wilson
Markus Schultze
S. Mervilla
Travante
Klarke
J. B. [unclear]
SAH
Pat [unclear]
All

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 M...
Bruce...
S...
Brad...
Robert...

Alan...
C...
M...
J...
D...
M...

TA 9⁰⁰ am

6-6-16

Pam...
Pat...
Marlene...
S...
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K...
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N...
G...
S...
J...
D...



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

Brad Willis

Robert Vega

Mar Witter

KC Cant

Ronald [unclear]

Megan Corbin BU 21

Brooke Piempe

Mary Muel

TA 2nd pr
6-2-16
Pam Manwila

Pat Wilson
[Signature]

Gi [unclear]

S. S. [unclear] 6-2-2016

H. [unclear]

Marlene [unclear]

[unclear]

S. [unclear]

K. [unclear] S. [unclear]

Porter

Antonia [unclear]
T. [unclear]
Pally [unclear]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.4 Waiver of Steps

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

TA SEIU 1000

Brend J. Mot

Bruce Theel

Sarah Fisher

Brad Willis

Robert Vega

Manuel...

K. ...

Ronald ...

Miguel Gordon BU21

Brooke ...

May ...

TA 2³⁰
6-2-16
Pam ...

[Signature]

Greg

S. Sampa 6-2-2016

Marlene Schmitt

K. ...

S. ... S. ...

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.5 Presentation

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

TA SEIU 1000

Brendy Mott
Bruce Sheef
Sally Foster

Brad Wells
Robert Vega

Mandy North

K. Grant

Roma [unclear] BU20

Myra Cardozo BU21

Brooke Perrygo

Mary Madh

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

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K. LaSca

S. Sun S. Nivimf

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Spote

[Signature]

T. Navarrete

[Signature] Pat Wilson



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.6 Informal Discussion

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

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TA SEIU 1000 4:57p

Brendy M...
Bruce Theel
Sophie...
Brad...
Robert...
M...
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TA
H...
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.7 Formal Grievance – Step 1

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TA SEIU 1000

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AD
Brad Miller
W
MLP
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MC
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M

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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PO
HA
MS
KRS
S
KH SM
LSP
P
SMBL
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J
P
P
P

TA SEIU 1000

Brendy Mott

Bruce Friel
Doug [unclear]

Bruce Wilton

Robert Vega

Man [unclear]
K. [unclear]

Ros [unclear]
BU20

Miguel Cordova BU21

Brooke Piempa
margareta

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

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

TA 2³⁰ pr
6-2-16
pam manwiller

Pat Wilson
[Signature]

[Signature]
pam [unclear] 6-2-2016

[Signature]
Maurice [unclear]

[Signature] SMW
[Signature] JB

[Signature]
[Signature]
[Signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.8 Formal Grievance – Step 2

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

TA SEIU 1000

Bobby J. Mat
Bruce Theel
Bob Luffkin
Brad Wilcox
Robert Vega
Max Kelly
K. Stewart
Ronna Jones BU20
Miguel Carden BU21
Brooke Pierroni
Maria Maldonado

TA 2³⁰ pm
6-2-16
Pam manville

Pat Wilson
[Signature]
Gi...
Sen...
6-2-2016

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+ Mavarette
Patty [Signature]
Margere [Signature]
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S. Son
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[Signature]
[Signature]
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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.

6-2-16
TA SEIU 1000 4:50p
Brendy Mat... (last-4)
Bruce...
Sophia...
Brad...
Robert...
M...
N...
R...
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S...
M...

4:50
4-1
TA
6-2-16
Team
M...

Pat Wilson
S...
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S...
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D...
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.10 Response

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

TA SEIU 1000

Brenda J. Mott
Bruce Gheef
Steph Pelt
Brad Wilkins
Robert Vega
~~Ma Statter~~
~~K. Cuyper~~
Ronda Jones B220
Myra Cardozo B221
Brooke Piesma
Mrs. M. A. ...

TA 2-30
6-2-16
Pam Manwila

Pat Wilson
~~[Signature]~~
S. Fungo 6-2-2016

T. Marwanette
Patty Almont
Marlene Schultz
K. LaSalle
S. S. ...
S. Miranika
D. Janis
J. B.
[Signature]



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

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

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

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

TA SEIU 1000
Brendy MA, Unit 1
Bruce Sheel, Unit 3
Sophia Perkins BU 4
Brad Willis BU 11
Robert Vega BU 14
Mar Walter BU 15
Kimberly Cavant BU 17
Mia [unclear] BU 20
Myra [unclear] BU 21
Sandra Pempin, staff
Margaret [unclear]

FA 2nd pr
6-2-16
Pam Manwiler
Pat Wilson
John [unclear]
SSul
Khaynie [unclear]
H [unclear]
Marlene Schmitt
K [unclear]
5/13/2016 4:01 PM
+ New [unclear]
6-2-2016



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

- Brenda Mohr, Unit 1
- Brace Therl, Unit 3
- Sophra Peche BU 4
- Brad Willis BU 11
- Robert Vega BU 14
- Mary ~~Stall~~ BU 15
- Kimberly Cant BU 17
- Ronnie ~~Quinn~~ BU 20
- Myra Carter BU 21
- Sharon Perry, Staff
- Margy Mack

TA 2³⁰ pm
6-2-16
pam manville

Pat Wilson
~~Vicki~~ ~~Stacy~~
 Rick
 S. Kemp 6-2-2016
 Patty Almar
 Marlene Schultz
 K. Van Sick
 S. Ser
 K. Bayne
 Shores
 S. ~~Quinn~~
 T. Annette



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

6.13 AWOL Hearing Back Pay

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

TA SEIU 1000

Bundy Mark
Bruce Sheel
John Kern
Brad Wells
Robert Vega
Dan Stettin
Ramon
Ramon
Miguel Gordon BU21
Brooke Perry
Mazzy Noelle

TA 6-2-16 230p
Dan Manville
Patty Ahmad
Pat Wilson
Luis
6.2.2016
SHERRO
Markus Schultz
K. Schach
SSA
K. Taylor
J.B.
T. Manville



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

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

[Handwritten notes: 6/4/16, f, e, p, h]

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

[Handwritten signatures and notes: SSA, TA, 900 an, 6-6-16, Pam Manwiller, Pat Wilson, Marden Schultz, Sullivan, 6/4/2016 3:35 PM, PR, Hillman]

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

SEIU 1000 TA

- [Signature]
- [Signature]
- [Signature]
- BW
- RV

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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SSA [Signature] TA 9:00am
 [Signature] 6-6-16
 [Signature] Pat Wilson
 [Signature] Mark DePuytz
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 [Signature] T. Navarette

5/4/2016 3:35 PM

SEIU 1000 TA

BP
Ray
JAD
BW
RV

case, the parties may call additional witnesses.

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

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

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

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

mcp
re
fg
mc
BP
n

TA 9:00 am

RR 6-6-16

SSA [Signature] SSA [Signature] SSA [Signature]
Pat Wilson
Pam Manville

5/4/2016 3:35 PM

Marilyn Schultz
S. Blumenthal
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.

U 1000 TA

Boyd
Bruce
Schulz
Brook
Robert

Max
Cant
Kane
Muel
Debbie
Mush

TA 900 an
6-6-16
Tom
Pat
Mark
S.
T.
P.A.
H
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S

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

SEIU Local 1000 TA

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

C. Upon completion of six (6) months of his/her initial probationary period in State service, a full-time or part-time employee shall be entitled to one (1) personal holiday per fiscal year. Employees working part-time shall be entitled to the personal holiday, on a pro-rated basis in accordance with the chart shown in section 7(L). 7-11(C)
The personal holiday shall be credited to each full-time and part-time employee on the first day of July.

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

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

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

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TA
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Janet
Manwila
SSU

Agus

John King
Phan

Markie Schultz
Marylene
Worsham
S. Sch
Comer
Stacy
Wilson
Pally
Adman

L. Cant
Parade
Maya
Brooke
Margaret

and the employee is excused from work.

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

SEIU Local 1000 TA

Brenda J. Mohr
Bruce Sheff
Brad Wilton
Robert Vega
Munster

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

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

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

TA
2:45
12-3-16
Team manual

John
Robert Plating
John
S. S. L

Manuel Schmitt
Marilyn
Stacy
Wilson
Pat Wilson
Patty Smart

LC want
Ronald
Myl
Becky
Marilyn

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.

SE10 Local 1000 TA

Brandi Mohr
Bruce Sheff
Brad Wells
Robert Vega
Marjorie

FA 2:45a
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manila

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

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

K. Cant
R. O. A.
R. O. A.
M. J. C.
S. P.
M. J. C.

Robert
S. Sahil
Cynthia
Stacy
Pat Wilson
Patty
m. h. a. n.

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

Brendy M...
Bruce Sheel
Brad Wells
Robert Vega
Murphy

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
Romana
Marla
Beola Perry
Marilyn

TA 2:45
 12-3-16
 Mackey Schmitt
 Per [unclear]
 Steve [unclear]
 12/2/2016 7:45:41 AM
 Pat Wilson
 Patty [unclear]
 S. Sah
 [unclear]
 [unclear]

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 Theil
Brad Wells
Robert Segn
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.

Carant
Ronald
Myel
Siobhan
Margaret

FA 2:45 a
2:30
Pat Wilson
Patty Stewart
John
S. S. Hall
14th



Union Proposal

Master Table

Date 6-5-16

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

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

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

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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.

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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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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.

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

SEIU 1000 TA

8.2 Sick Leave

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

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
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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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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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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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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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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

8.6 Union Leave

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

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

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

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

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

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

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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 Robert Puga
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 Brooke Perry
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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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Brandon Mott
Bruce Fitch
Joseph Pella
Brad Wells
Robert Fegan
Mani Sattar
K. Cantor
Diana Jones
Miguel Conde BU 21
Brooke Pierra
Margaret

2. For temporary incapacity due to illness or injury;

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

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

5. Education;

6. Research project;

7. Personal or family matters; or

8. Run for public office.

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

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

1. At the expiration of the leave; or

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

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6-2-16
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Union Proposal
Master Table

Date _____

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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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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Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.9 Catastrophic Leave - Natural Disaster

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

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

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

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returned to the appropriate donor;

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

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 Bruce Theel
 Joseph
 Brad Wells
 Robert Vega
 Marc Scott
 Vanessa
 Diana
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 Brooke
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Union Proposal
Master Table

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Proposal No: 3

The Union proposes the following language:

8.10 Release Time for State Civil Service Examinations

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

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

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

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

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

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.11 Release Time for State Personnel Board Hearings

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

1. A party to the hearing proceedings, e.g., an appellant; or
2. Is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board.

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

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Bruce Treef
Josh Peck
Brad Willes

Robert Vega
Max Spitzer

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Richard Jones

Miguel Lopez Bora
Brooke Pierman
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Pat Wilson

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H. Samano
Marlene Schmitz
P. Samano
M. Samano
M. Samano



Union Proposal
Master Table

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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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Daphne
Brose Weller
Robert Rega
Mary
Ronald
Miguel Cordova Bu21
Brooke Pierra
Margy Macch

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Pat Wilson
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Union Proposal
Master Table

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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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Union Proposal
Master Table

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Proposal No: 2

The Union proposes the following rollover language:

SEIU 1000 TA

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

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

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

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

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Marlene Schubert
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S. Delivander

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

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

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

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

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

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

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PJ Smart
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KVR

Pamela MA
Bruce Fiel
Joseph Perla
Brad Willis
Robert Vega
~~Mary Filly~~
~~LC Ward~~
Ramon
Brooke Pierra
Mary Ann
JA
S. Nicander
JR

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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 FLMA/FMLA;

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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.

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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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6-2-16
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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 Wheeler, Unit 3
Joseph Peters BU4
Brad Willis BU4
Robert Vega BU4

~~Max Staller~~ BU15
Kimberly Cantant BU17

~~Ronald~~ BU20

Maryl Corbin BU21
Deshae Peempon, Staff
Margaret

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

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S. Simpson 6-2-2016
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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.)

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4:50pm
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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.

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

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.18 Work and Family Participation

A. Family Activity

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

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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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let's help

B. Family Crisis

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

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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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Bruce Sheel
Sophia...
Brenda...
Robert Vega
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Rosa...
Rosa...
Jared Gordon
Brooke P...
Margaret...

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Tom M...

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.19 Paid Time Off – Precinct Election Board

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

TA SEIU 1000

- Brenda J. Molk, Unit 1
- Bruce Sheel, Unit 3
- Sophia Parker BU4
- Brad Willis BU 11
- Robert Vega BU 14
- Max ~~Walter~~ BU 15
- Kimberly Carant BU 17
- Romana ~~Walter~~ BU 20
- Nyquel ~~Carant~~ BU 21
- Brooke P... Staff
- Margie ~~Walter~~

TA 6-2-16 2nd pt
Tam Manwila

Pat Wilson
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 H. [Signature]
 Marlene Schultz
 K. [Signature]
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.20 Blood Donation Programs

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

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Robert Vega
Mark White
Rena Jones
Brook P...
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Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.21.3 9-12, 10-12, and 11-12 Leave (Unit 3)

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A. A department head may, upon request of an employee, grant a leave of absence:

1. Not to exceed ninety-five (95) calendar days to permanent or probationary civil service employees or

2. Not to exceed any three (3) pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees.

These need not be consecutive pay periods. Such leaves shall be without pay for persons employed and paid under the provisions of CalHR regulation 599.666 and with deferred pay for persons employed and paid under the provisions of CalHR regulation 599.667. TA 06/2/2016

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Padma Jankar
V. J.

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 changes in the monthly credit for vacation/annual leave. For all other purposes, leaves of absence granted pursuant to this section shall not be counted as qualifying service.

C. All Unit 3 employees, except civil service exempt teachers of the CDE, may request to utilize the 9-12, 10-12 or 11-12 plan.

D. Affected departments will make every reasonable effort to grant 9-12, 10-12, 11-12 leave to qualified employees and 9-12, 10-12 or 11-12 leave plan requests shall not be unreasonably denied. Any denial will be accompanied by a reason in writing.

E. An employee returning from 9-12, 10-12, or 11-12 leave shall have the right to return to his/her former position. Every reasonable effort

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will be made to return the employee to the same position.

F. For CDCR, OCE & DJJ employees on a 220 or equivalent day academic year, the following restrictions apply:

1. Employees on the 220 or equivalent day schedule may not utilize the 9/12 option.

2. Prior to utilizing 10/12 or 11/12 leave the employee must apply and pay in advance so that each month of leave has been paid for by monthly pay reduction. Monthly pay will be reduced by 1/6 for a 10/12 and 1/12 for an 11/12 leave.

3. 10/12 leaves may be for non-consecutive pay periods.

4. Before approval for the 10/12 or 11/12 option, the employee will sign an agreement assenting to the 1/12 or 1/6 reduction in monthly pay and identifying the month or months to be taken off. The

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employee will also indicate understanding that a reconciliation will take place at the conclusion of the twelve (12) month period to account for actual days worked. This reconciliation could result in the employee owing money to the State or the State owing money to the employee because of the variation in number of work days in the months of the approved academic calendars in OCE and DJJ. Any debt owed by the employee will be repaid according to the applicable procedures.

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Union Proposal
Bargaining Unit 3
Date: June 12, 2016

Proposal No: 2

The Union proposes the following rollover language:

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8.28.3 Educational Leave (Unit 3)

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A. The State and the Union recognize the importance of educational leave. Each department may review the current department educational leave policy within one hundred twenty (120) days of the ratification of this agreement. Each department will meet and confer with the Union on the impact of changes made in the current policy based upon the department's review. This policy will at a minimum contain: criteria for course approval, an appeal of denial mechanism to an individual other than the immediate supervisor of the individual making the denial and time specific application process for employees to request usage of educational leave, and documented verification of successful completion of approved course work.

B. The department head or designee may approve educational leave with pay to attend programs at accredited schools, colleges (including two [2] year and four [4] year), universities (including independent studies) or

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programs recommended by a Trade Advisory Committee for the purpose ~~for~~of further instruction in subjects related to the employee's work assignment and/or achievement ~~or~~ of departmental goals. Approved educational leave shall be granted for reasonable travel time, instructional/classroom time and required field work during regular work hours.

1. Only Unit 3 civil service employees in classes currently eligible for educational leave are eligible under this provision.
2. The department head or designee may, at any time, limit the number of persons on educational leave commensurate with departmental work requirements, fiscal resources and availability of an appropriate substitute. A teacher/instructor whose written request for educational leave is denied shall be informed in writing of the reasons for such action within fourteen (14) calendar days. If an employee is denied educational leave on three (3)

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consecutive occasions he/she may request a review of the criteria upon which the leave was denied by a department head or designee.

3. Eligible employees must have at least one year of permanent full-time service in a classification which accrues educational leave before being granted such leave.
4. Eligible employees will be credited with educational leave at a rate of ten (10) hours per month. Portions of month's service shall not be counted or accumulated.
5. Tuition and all other expenses incurred as a result of educational leave will be the responsibility of the employee.
6. The State will encourage the employee to utilize educational leave. When an employee eligible for educational leave is granted

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time off in accordance with paragraph B above, such time off shall be deducted from his/her educational leave balance.

7. When on educational leave, employees shall retain their merit salary adjustment date, and shall receive credit for vacation, sick leave, educational leave, or any other benefit which would normally accrue during such work period.

8. The CalHR shall provide by rule for the regulation, accumulation and transfer of educational leave, and shall prescribe methods by which employees leaving the employment of one State agency and entering the employment of another State agency may receive proper credit for their accumulated educational leave.

9. Requests under this section shall not be unreasonably denied by the State nor shall employees make unreasonable requests to use educational leave.

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10. An employee returning from educational leave shall have the right to return to his/her former position. Every reasonable effort will be made to return the employee to the same position.

C. Upon retirement, all accrued hours of educational leave will be converted to CalPERS service credit as follows: Consistent with Government Code Section 20963.1, an employee represented by Unit 3 and 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 Public Employee Retirement System board by the employer. The provisions of this section shall be effective for employees who retire directly from State employment on and after January 1, 2000.

D. This section does not apply to the exempt employees of the Special Schools of the CDE and Librarians.

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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.

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Diane Sheel
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

8.34 Organ Donation

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

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

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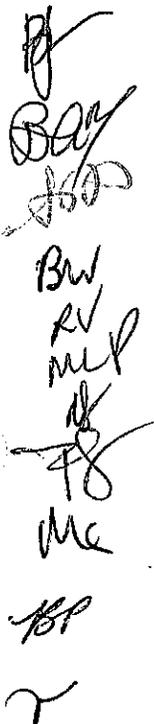
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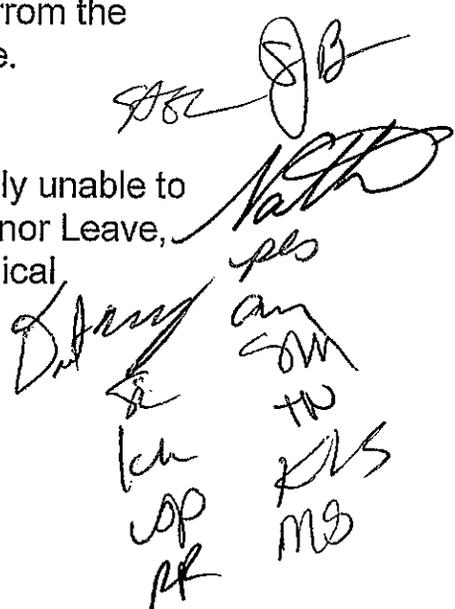
4. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
5. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
6. Employees must provide written verification to the appointing power 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.

Mandy Mack
Bruce Sheel
Joseph P...
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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

Management Proposal

Bargaining Unit: 3

Date:

Exclusive Representative: SEIU

Article: 9

Subject: Health and Welfare

9.1.3 Benefits Plan (Unit 3)

A. Health Program Description

1. Effective the first day of the pay period following ratification of this agreement the State will continue to pay the employer health contributions rates established on January 1, ~~2013~~ 2016. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

a. The State shall contribute ~~\$495~~ \$562 per month for coverage of an eligible employee (Party code one).

b. The State shall contribute ~~\$992~~ \$1,128 per month for coverage of an eligible employee plus one dependent (Party code two).

c. The State shall contribute ~~\$1,288~~ \$1,469 per month for coverage of an eligible employee plus two or more dependents (Party code three).

The employer health benefits contribution for each employee shall be a flat dollar amount equal to 80 percent 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 flat dollar amount equal to 80 percent 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 benefit year. The established flat dollar amounts shall be increased or decreased as appropriate pursuant to the formulas on January 1, ~~2014~~ 2017, January 1, ~~2015~~ 2018, and January 1, ~~2016~~ 2019, and January 1, 2020. There shall be no further increase to the amount(s) in subsequent years without a negotiated agreement.

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Management Proposal

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

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

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

4. ~~3.~~ Health Benefits Eligibility

a. Employee Eligibility

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

b. Permanent Intermittent (PI) Employees

Initial Eligibility - A Permanent Intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in 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 sixty (60) days from the end of the qualifying control period.

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

c. 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 AB26 (Chapter 588, Statutes of 1999).

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Bruce Fred

Stephanie

John

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John

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John Hanrahan

John Hanrahan

John Hanrahan

John Hanrahan

Margaret Monahan
Katherine G. McNeill
Marlene Schmitt
Steve Wilson
Pat Wilson
John Hanrahan



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following language:

9.2.3 Dental Benefit Plans (Unit 3)

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 ~~\$40.71~~\$37.28 per month for coverage of an eligible employee.

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

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

2. The employee will pay any premium amount for the dental plan in excess of

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the State's contribution, except that the employee's share of the cost shall not exceed twenty-five percent (25%) of the total premium.

B. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1.3 of this Contract.

C. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1.3 of this Contract.

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

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50)-mile radius of the employee's residence, the

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employee will be allowed to enroll in the
indemnity or preferred provider option plan.

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Union Proposal
Bargaining Unit 3

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Proposal No: 1

The Union proposes the following rollover language:

9.3.3 Vision Benefit Plans (Unit 3)

1. 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.

2. Employee Eligibility

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

3. 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.

4. Enhanced Vision Plan Option

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

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Union Proposal
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The Union proposes the following language:

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

SEIU Local 1000 TA

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Bruce Sheel
Karen Jenkins
Bruce Will
Robert Vega
May Vatter
K. [unclear]
Ronda [unclear]
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Spoke P...
Mary Maech

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

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

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

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

SEIU LOCAL 1000 TA

Brandy Mod
Bruce
Karen
Bud Wilk
Robert Figa
Mary Skutter
K. Cant
Rana
Myl Carter Buzi
Brooke Peempe
Margaret

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4-23-16

Pam Marwick
Pat Wilson
Markus Alhultz
Stacy Wronski
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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

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9.5 Employee Assistance Program (EAP)

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

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

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

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manager



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
Scott
Brad Willes
Robert Vega
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Miguel Cardona DUC
Brooke Piempe
Marga Madue

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Dann Manville

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H. Brown

Marlene Schuttz
K. A. Lock
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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

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 Shel
Joseph Podes
Brod Willis
Robert Vega
Max White
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Ronna Jones
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Crystal Medel

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Union Proposal
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Proposal No: 2

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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.~~

TA 10:41am
6-7-16

Jam
Hawthorn

Sullivan
Marlene Schultz

P. Wilson
T. Navarrete

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H. H. Sch

N. J.

S. Sch

N. J.

B. Hart

G. M.

Khayn

J. P. ...
J. Bull

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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.

SEUTA@
4:50pm
6/2/2016

Bruno M...

Bruce Sheffield

Brad Wilk

Robert Vega

Maria...

Rodriguez

Miguel...

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TA 4:50 pm
6-2-16
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000

9.11 Enhanced Industrial Disability Leave (EIDL)

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

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

C. The EIDL benefits will be equivalent to the

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

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

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Union Proposal
Master Table

Date _____

Proposal No: 2

The Union proposes the following rollover language:

SEIU 1000 TA

9.12 Flex/Elect Program

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

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

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

TA 10:41am
6-7-16

Tom
Manila

Sullivan

Marlene
Schultz

D. Wilson

Travante

Spangus

Heller

K. Sch

SSh

Walt

Stuart

Jeff

Khayn

J. Mani

John

BP
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.13 Long-Term Care Insurance Plan

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

TA SEIU 1000

Brandy Moh, Unit 1

Bruce Fitch, Unit 3

Sophia Parker BU 4

Brad Wilcox BU 11

Robert Vega BU 14

Man Stalter BU 15

Kimberly Carant BU 17

Roma Jones BU 20

Myel Ochoa BU 21

Siobhan Pempri, Staff

TA 230
6-2-16
Pam Wenzel
Pat Wilson
Patricia Adams
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H. Kim [Signature]
Marianne Schultz [Signature]
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.14 Temporarily Disabled Employees

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

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

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

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Rena...
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John...
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.15 Industrial Disability Leave (IDL)

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

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

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

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4:50pm
6/1/2016

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6-2-16
Pam Marshall

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

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4:50pm
6/2/16

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

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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.

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D. Wilson

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

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

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

Brady Mott
Bruce Thiel
Joseph P...
Brad Wilkes
Robert Vega
M...
Vanessa...
P...
Muel...
M...
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TA 4:50 p
6-2-16
Jim Manville

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.16 Group Legal Service Plan

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

TA SEIU 1000

Brenda J. Mork, Unit 1

Bruce Theel, Unit 3

Sophia Pecher BU4

Brod Willis BU 11

Robert Vega BU 14

~~Maria S. Patten~~ BU15

Kimberly Conant BU17

~~Roma~~ BU20

Miguel Galvan BU21

Debbie Ramirez, Staff

Margie Melo

TA 2³⁰p
6-2-16
Team manager

Pat Wilson

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S. Samra 6-2-2016

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Marlene Schultz

[Signature] S. Miran

Outing S.Sol

Chaymie T. Mavarette

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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.

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

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

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

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Pat Wilson

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

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 6-13-16
 Pam Manville

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

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Pat Wilson

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

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

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

SEIU 1000 TA

Brandi M. Adams
Bruce Sheffield
Sophia P. Adams
Brad Wilks
Robert Vega
Mae Skellern
~~Clara~~
Ronald
Myra C. Adams
Lester P. Adams
Mary M. Adams

PA 426 p
6-13-16
Tom Nowell
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Maryann Monahan
Stephanie
Chayna
Cynthia
S. Sahle
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Jim
Pat Wilson
Doris H.



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.19.3 Light/Limited Duty Assignments (Unit 3)

A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.

B. Limited duty assignments will be administered in accordance with all the following criteria:

1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
2. When and where the State determines that the assignment provides needed services;
3. When the employee can satisfactorily perform the work;
4. When there is prognosis for improvement

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Van [Signature]

of the illness or injury;

5. Maintaining safety shall be prime consideration prior to assigning limited duty.

C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B(1) through B(5) above.

D. The State may make alternative assignments, retrain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for the continued employment is poor.

E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.

F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of reasonable accommodation as prescribed by the

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

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TA SEIU 1000

Bruce Thiel
John K
Suzanne Krapp

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Suzie
Chris

G. This section shall apply to all Unit 3 employees.



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.22 Health Benefits Advisory Committee

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

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

Randy Mott
Bruce Ghee
Suzanne
Brad Miller
Robert
Mar & Katie
Lorena
Richard
Judy Gordon
Brooke
Patricia

4:50 p
6-2-16
Patricia
Kathleen
JB

Diana
S. Su
MS
S. Miranah
+ Margarette
K. Van
Katherine

Pat Wilson
HHS



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

Bruce J. Mitt
Bruce Sheef
Stephen
Brad Wilkins
Robert Vega
Oscar Cooper

K. Carney
R. ...
Myra ...

TA

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Pat Wilson
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J. ...
Stephanie ...
Cynthia ...
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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

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Robert Vega
Mary Skutte
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B. Employees Subject to Other Post Employment Benefit (OPEB) Prefunding

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

C. Withholding of Contributions

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

SEIU Local 1000 TA

Brenda J. Mohr
Bruce Cheef
S. Miller
Brad Wells
Robert Beggs

M. Miller
R. Stewart
K. Miller
M. Cole
M. Miller

TA 248
12-3-16
John
M. Miller
S. Miller
S. Miller
C. Miller
Stacy Miller
D. Miller
Pat Wilson
Patty Smart
M. Miller
M. Miller
D. Miller
M. Miller

SEIU Local 1000 TA

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

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

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

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

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

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

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Cynthia
Stacy
Pat Wilson
Patty
Addison
Marilyn
D. S.
Marilyn

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

SEIU Local 1000 TA

Brenda M...
Bruce Sheel
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Brad Waller
Robert Vega
Mary Stettin
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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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Tom...
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D...
Pat Wilson
Patty Smart
Ald...
Mary...
D...
Marilyn Schutts



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

Brenda J. Mott
Bruce Sheel
Joseph [unclear]
Brad Weller
Robert Vega
Max [unclear]
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Roma [unclear]
Ugnet Calve 10/21
Brooke Pierma
Ma [unclear]

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

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D. Wilson
John [unclear]
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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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hour institutions agree to continue local worksite health and safety committees.

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

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Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.3 Occupational Hazards

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

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

TA @ 4:50pm
10.6 Emergency Evacuation Procedures
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Julie Condo
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- 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
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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

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

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

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

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

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

SEU TA @ 4:50pm
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Union Proposal
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Proposal No: 1

The Union proposes the following language:

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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:

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

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

10.12 Employee Restroom Facilities

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

TA SEIU 1000

- Brenda J. Mott, Unit 1
- Bruce Shel, Unit 3
- Sophia Peck, BU 4
- Brod Miller BU 11
- Robert Vega BU 14
- Man Watter BU 15
- Kimberly Cavant BU 17
- Ronald [unclear] BU 20
- Mojib Corbin BU 21
- Broder Pierce, Staff
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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

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

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

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

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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

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

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

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

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

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

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- Bruce Sheaf
- Sophia...
- Brad Willis
- Robert Vega
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Union Proposal
Master Table

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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.

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H. Rich
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Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.19.3 Positive Behavioral Support Training (Unit 3)

A. All departments will continue to make available training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations. Such training must be available at least once annually.

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

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1. Assaultive behavior training shall be mandatory.
2. All employees will be required to attend assaultive behavior training at a minimum of every two (2) years. Assaultive behavior training shall be mandatory within six (6) months of assuming employment.
3. Representatives of SEIU Local 1000 (Unit 3) may meet with DDS for the purpose of discussing the need to

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reform a statewide assaultive behavior training committee.

4. The DSH will continue to allow the SEIU Local 1000, one (1) seat on the statewide committee.

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C. California Department of Corrections and Rehabilitation/Division of Juvenile Justice (CDCR/DJJ):

1. As part of the new employee orientation, the Division of Juvenile Justice (DJJ) will provide training in appropriate techniques in de-escalation and handling assaultive behavior.

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2. In addition, annual refresher training will be conducted for all BU 3 employees.

D. California Department of Education, State Special Schools

1. As part of new employee orientation, the State Special Schools will provide Nonviolent Crisis Intervention (CPI) training.
2. Annual refresher training will be provided to

all full time Bargaining Unit 3 employees at
State Special Schools.

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Jamie

Suzanne Kaye

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Julie H.

Ann Mitchell

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Union Proposal

Master Table

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Proposal No: 1

The Union proposes the following rollover language:

10.21 Workplace Violence and Bullying Prevention

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

SEIU TA @ 4:50pm
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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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Union Proposal

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Proposal No: 1

The Union proposes the following rollover language:

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

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

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

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

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.26 Precautions Against Exposure to Bloodborne Pathogens

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

- B. CDCR, DSH, DVA, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the

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

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

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

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

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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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Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

10.28 Pest Control

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

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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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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
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Proposal No: 1

The Union proposes the following rollover language:

10.30 Health and Safety Grievances

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

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

1. Health and Safety Grievance – Step 2

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

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

2. Health and Safety Grievance – Step 3

a. If the grievant is not satisfied with the

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

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

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

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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
Bargaining Unit 3

Date: _____

Proposal No: 3

The Union proposes the following language:

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10.33.3 Temperature Controls (Unit 3)

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~~A. The parties acknowledge the vital importance of the correctional education system in the CDCR-OGE. To maintain the effectiveness of this system, it is necessary to develop and implement policies that are conducive to maintaining and promoting the health/safety of the teachers, minimizing physical discomfort and maximizing educational opportunity for students in these programs.~~

~~CDCR-DJJ Temperature Control Agreement~~

~~B. In order to maintain and promote the health and safety of staff and students, minimize physical discomfort and maximize educational opportunity for students in the education programs, each high school shall have in place a local temperature policy and procedure developed by the local health and safety committee. The local policy shall be consistent with the Branch policy. The facility superintendent and the Deputy Director Education Services Branch will approve each~~

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~~local temperature policy and procedures.~~

~~For academic and "clean" (i.e., Office Services Technology or Computer Technology) vocational classrooms the temperature shall be maintained within the range of a high of eighty-five (85) degrees F and low of sixty (60) degrees F. Other vocational programs shall attempt to meet the same temperature standard.~~

~~The procedure shall include: monitoring of the classroom temperature by the facility and high school management, a process to report when temperatures are outside the policy limits including; a redirection of students and staff to an alternative location; or reassignment of staff to alternative education activities or tasks consistent with MOUs; and a reporting process for repairs when this is the concern.~~

~~A. Deputy Director~~

- ~~1. Ensure each high school has a temperature policy and procedure in place that have been developed by the local health and safety committee and approved by the facility superintendent.~~

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~~B. Deputy Director/Joint Labor Management
Temperature Controls Committee~~

- ~~1. Review and approve each local temperature policy and procedure.~~

~~C. Principal~~

- ~~1. Work with the local health and safety committee to develop a temperature policy and procedure.~~
- ~~2. Submit the policy to the facility superintendent for review and approval.~~
- ~~3. Submit the locally approved policy and procedure to the Deputy Director/Joint Labor Management Temperature Controls Committee for review and approval.~~
- ~~4. Implement the approved local policy and procedure.~~
- ~~5. Serve as the designated representative at the high school to whom issues and concerns related to application of the policy are to be addressed by employees and the Union.~~

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Mimi
Suzanne Knapp
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~~D. Regional Administrator~~

~~4. Review application of each high school's temperature policy and procedure.~~

- A. The State and the Union acknowledge the vital importance of maintaining proper temperatures in the worksites that minimize physical discomfort and promote a healthy working environment.
- B. The State will endeavor to maintain ambient interior temperature within State owned and leased properties pursuant to applicable State Guidelines, including but not limited to levels articulated in the State Administrative Manual (SAM) and levels articulated in Cal-OSHA policies.
- C. The State is committed to making every effort to adhere to the State Guidelines regarding temperature and humidity standards. However, if the temperature of the working environment drops or rises above the guidelines the State shall make every effort to correct this deficiency in a timely manner.
- D. In the event that the temperature continues to be out of compliance with State Guidelines for an extended period of time, the State reserves the right to make the decision whether work continues or if non-essential employees will be released from the worksite. If non-essential employees in Unit 3 are released from the worksite by management, they will be released without loss of time or pay in accordance with their professional status.
- E. This section shall only be grievable to the second level of the grievance process.

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Union Proposal
Master Table

Date _____

Proposal No: 3

The Union proposes the following language:

11.1 Salaries

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

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

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~~Steph~~

SEIU LOCAL 1000
Roman
Buzo

Bunchy MHA
Bruce Wheel
Sophia

Mary Ann
L. P. Wiant
Michael Colan Buzo

Brad Wells
Robstega

Melissa
Page 1 of 1

Steph
Pamamuk

John
Patty Smart

Mary Ann
Schmitt

Mary Ann
Mokher

S. Sale
Conchell
Stacy Kinchela

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Halle
Pat Wilson



Union Proposal

Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

11.XX Signing Bonus

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

SEIU Local 1000

*Brenda J. M...
Bruce...
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B...
Robert Vega
M...
K...
R...
M...
M...*

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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12-3-16*

*Dana
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*John
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S...*

*S.S. S...
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P...*

*Patty...
H...
M...
M...*

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).

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12-3-16
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SEIU Local 1000

Brenda Mook
Bruce Wheel
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Brad Will
Robert Vega
Mauri Ketter
K. Cavat

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

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Margaret [unclear]

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Cynthia
Stacy Winick
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Pat Wilson
Patty Adams
[Signature]
MaryAnn Monahan
Marlene Schultz



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.3 Salary Definitions (Excludes Unit 17)

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

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

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

UTA
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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.

SEUTA@4:50pm
6/2/16

Bruce Mott
Bruce Sheel
John P...
Bruce Miller
Rebecca
M...
Diana
Myel...
Brooke...
Dennis...

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P. Smart
G. M.
M. Miranda
M. DeHultz
T. Navarrete
M. [unclear]
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I. Chay...
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Union Proposal
Master Table

Date _____

Proposal No: 4

The Union proposes the following language:

11.4 Timely Payment of Wages

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

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

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

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Bruce Thal
Sept 11, 2016
Brad White
Robert Vega
Marcus Skottner

L. C. Ayers
Ronald Jones
Mye Cole
Brooke Peppers
Margaret

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6-23-16
TA 7:46 PM
Pat Wilson
Marlene Schultz
Stacy Ulman
Travarette
by Smart
Chris Mye

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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6-23-16

Tom Marwiler

Pat Wilson

Marilyn Schultz

Steve Olivante

Travarette

Adman

S. Sold

Port

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G. Yi

Allen

Nate

Bob

Outing

GB

MAN SPIN
25/27

Brendy M.D.
Bruce Thel
by [unclear]
Bradwell
Robert Vega
Mauri S. Patten
F. Cavant
F.S.
Mel Cole
Becky Penson
Margaret

- 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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Pat Wilson
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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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Signature of Pat Wilson, dated 6/13/2016 3:07 PM, with other handwritten marks.

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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 Sam Manville
 Nancy B. Monahan
 Stephanie Port
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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 Peck
 Brad Willis
 Robert Pezz
 Mar & Pat
 Ramon
 Gloria Pezz
 Mary M...

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 Pam Manville
 Mayra Monahan
 Stephanie Port
 Karyn
 April
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.10 Sustained Superior Accomplishment Awards

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

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Bruce Shuf
Josh Ren
Brad Miller
Robert Vega
Max Shuf
Luisa Lopez
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Union Proposal
Master Table

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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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Union Proposal
Master Table

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Proposal No: 1

The Union proposes the following rollover language:

11.12 Deferred Compensation Plans

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

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

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Rena [unclear]
Yuel Coder
Brooke Piesman
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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

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

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

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Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**11.14.3 Timely Processing and Depositing of 403B –
Tax Sheltered Annuities (Unit 3)**

The State recognizes the importance of processing tax shelter deposits and adjustments in a timely manner and that these shall be given ongoing attention. The State will endeavor to process these in fifteen (15) working days or less.

If the Union believes that a pattern has developed in the processing of tax shelter deposits and adjustments beyond fifteen (15) working days, they may request to meet and confer over the impact of this matter with a department head or designee.

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Union Proposal
Master Table

Date: _____

Proposal No: 1

The Union proposes the following rollover language:

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

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

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Z. Alvarez
Marlene Schultz
T. Mawazette
K. V. S. S. S.
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Union Proposal
Bargaining Unit 3
Date: June 12, 2016

Proposal No: 1

The Union proposes the following rollover language:

11.19.3 Recruitment and Retention Differentials (Unit 3)

- A. The State and the Union agree to the following general provisions for authorization of recruitment and/or retention differentials:
- B. Upon justification of need and approval by the CalHR, employees in Unit 3 classifications may receive a recruitment and/or retention differential for specific positions, classifications, facilities, or geographic locations. Circumstances which may support the need for recruitment and/or retention differentials may include but are not limited to situations such as remote institutions/facilities which cannot recruit qualified staff, institutions/facilities where prevailing compensation provisions exceed those offered by the State, or classifications in high demand.
- C. The amount of recruitment and/or retention differential shall not exceed five hundred dollars (\$500) per month, and certification of available funding must be provided by the implementing

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department and approved by the DOF.

- D. The State agrees to provide the Union with a minimum of thirty (30) days' notice prior to implementation or discontinuance of a recruitment and/or retention differential, and to meet and discuss impact.
- E. Permanent employees who work less than full time (either on a Contract schedule or 9/12, 10/12, or 11/12 schedule and PI employees) shall be eligible to receive approved recruitment and/or retention differentials. Payments for these employees shall be calculated on a pro rata basis.
- F. Recruitment and/or retention payments shall not be considered compensation for purpose of retirement contributions.
- G. All approved recruitment and/or retention differentials shall be initially authorized for a period of twelve (12) months and may be renewed for additional twelve (12) month periods.

C. Bruce Theel
John W.
Luizanne Krapp
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Greg M.
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

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

SEIU 1000 TA

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Bruce...
Suz...
Brad...
Robert...
Maria...

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

Patricia...
Beata...
Margaret...

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

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Don...
Pat Wilson
Marlene...
Stephan...
Christina...
Cheryl...
Christina...

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

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

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

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

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• Bruce G...
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• Rand W...
• Robert H...
• Marc S...

[Signature]
Brooke P...
Margaret

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

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

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- Bruce Thompson
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- Bradwell
- Robert [unclear]
- ~~Mary [unclear]~~

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

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 Marg Newby

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6-23-16

Tom Manville
 Pat Wilson
 Marlene Schultz
 T. Mavarette
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Bargaining Unit: ~~all~~ all units (excludes
Exclusive Representative: SEIU, Local 1000 Unit 1)

Date: 6/16/16

Article: 11

Subject: Salaries

11.22.4 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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Union Proposal
Master Table

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Proposal No: 5

The Union proposes the following language:

12.1 Business and Travel Expenses

Effective the first day of the pay period following ratification, The the State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing Department of Human Resources CalHR rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conference/registration fees because of time constraints or other considerations may be reimbursed provided an alternate meal was purchased, in accordance with the rates established in section (A)(1) of this article. Each item of expenses of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual

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

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

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

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

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

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

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

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

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

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

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

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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
do conduct State business and
obtain lodging in the counties
identified below, reimbursement
will be for actual receipted lodging
up to the below identified
maximums, plus applicable taxes
and mandatory fees.

County	Lodging Rate
All counties except those listed below	\$90
Sacramento, Napa, Riverside	\$95
<u>Marin</u>	<u>\$110</u>
Los Angeles, Orange, Ventura & Edwards AFB, excluding the city of Santa Monica	\$120
<u>San Diego, Monterey County</u>	<u>\$125</u>
<u>Alameda, San Mateo, Santa Clara</u>	<u>\$140</u>
<u>City of Santa Monica</u>	<u>\$150</u>
<u>San Francisco</u>	<u>\$250</u>

~~2. State Sponsored Conferences or Conventions~~

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

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

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

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

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

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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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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:

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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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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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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
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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

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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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Proposal No: 2

The Union proposes the following rollover language:

12.4 Commute Program

A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty-five dollars (\$65)-per month. Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of sixty-five dollars (\$65) per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

B. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of sixty-five dollars (\$65) per month. In lieu of the vanpool rider reimbursement, the State shall provide one hundred dollars (\$100)

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

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

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Union Proposal
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Proposal No: 1

The Union proposes the following rollover language:

12.5 Transportation Incentives

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
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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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 Pat Wilson

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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 6-13-16
 Pam Manville

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[Handwritten signatures and initials: SSK, T. Mawarrette, [unclear], Amy, [unclear], Pat Wilson]
 Page 3 of 6
 6/13/2016 3:17 PM

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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manwiler

Stephanie York
manwiler

SSK
T. Manwiler

SPW

Pat Wilson

D. Jones

Am

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.

E. 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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BO

TA 4:30 p
6-13-16
Pam manwiler
Maryanne Monahan
Stephanie
Cheryl
Cynthia

Pat Wilson
S. Sah
+ Maravette
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S. S. S.
H. H.
O. O.

the standards for habitability that are consistent with Civil Code section 1941 and 1941.1. On a case-by-case basis, the appointing authority shall determine the new Fair Market Value following the completion of repairs and improvements of each State owned housing property. With CalHR's approval, the appointing authority may raise employee rents up to twenty-five percent (25%) each year for such housing until the Fair Market Value has been realized.

SEIU 1000 TA

Brendy Mott
Bruce Sheef
Sophia Pelt
Brad Willis
Robert Hogg
Mary Yvette
H. Mott
Rutha Grew
Myrl Colon
Sofia Perra
Mary Mott

TA 457 pr
6-13-16
Pam Manwiller
Mary Ann Monahan
Joseph Pelt
Kearnie
Cynthia
S. Sahl
Tina Carrette
Pat Wilson
D.B.
Nathaniel
Ginger
S. Sahl
H.



Union Proposal

Master Table

Date 6-16-16

Proposal No: 2

4:43 am 6/16/16
SEIU 1000 TA

The Union proposes the following:

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

Brendy Mack
Bruce Sheff
Sophia
Brad White
Robert Fegan
Frank

Brooke Piemgo
Margaret

TA 6/16/16
4:43 am

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

Pam
Mansville
J. Bond

Scott
Kathleen

Jim
Gow

Pat Wilson

John

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

Margene
Schultz

Stephanie
Tiffany Nawarath

SS

Maryann Moncho
Stephanie
Khazmie

SEIU 1000 TA

[Handwritten initials: BA, BW, RW, etc.]

[Handwritten initials: BW, RW]

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

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

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

2. Employees requesting reimbursement under this option will receive sixeight dollars (\$68), regardless of the value assigned to the meal ticket by local management;

TA 6/16/16
4:43 am
Tom Manville
S/BC
J/Bush

[Handwritten signatures and initials: S. Sch, Tiffany Newcomb, Maura, Stephanie, Karynne, Pat Wilson, Mark Schmitt, Steve]

3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the sixeight dollars (\$68) reimbursement for overtime meal allowances earned.

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

Brendy Mob
Bruce Chief
Sophie
Brad Willis
Robert Fegan
K...
K...

Margaret

TA 6/10/16
4:43am
Tom Manwiler
E/B...O

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Chaque
Pat Wilson

SSA
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Stacy
Tiffany
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Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 2

The Union proposes the following language:

1000 TA 12.9.3 Overtime Meal Allowance (Unit 3)

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C. [unclear]
John [unclear]
A. Suzanne Knapp
[unclear]
Sulzli [unclear]
[unclear]

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

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

TA 06/16/2016
0330
SJB
P.A. [unclear]
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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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Frank J. Moran
Bruce [unclear]
Scott [unclear]
Brad [unclear]
Robert Vega
Max [unclear]
Ronald [unclear]
Jed Cohen
Brooke Piesman
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6-2-16
DAM MANUEL

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[Signature]
Marlene Schultz
Travarette
[Signature]



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.

Palmer J. Mat
Bruce Theel
Jim Miller
Bruce Willer
Robert Fagan
Maria Kester
Clawart
Morley
Bud aka P... ..
Margaret

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Pat Wilson
Stacy
Travarette
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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.

Paul J. Mott
Bruce Sheaf
Sean Miller
Bruce Miller
Robert Vega
Mark S. Patton
Stewart
Myel Lee
Brian P. Pumps
Margaret

Pam Manville
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B. Single Source Vendor

1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

Brendy Mott
Bruce Thiel
Amy Miller
Brenda Allen
Robert Paga
Mara Skitter
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April Cobb
Brooke Perryman
Margaret

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Martina Schubert
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

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

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

TA SEIU 1000

- Brenda f Motta, Unit 1
- Bruce Ghel, Unit 3
- Sophia Peckin BU 4
- Brad Willes BU 11
- Robert Vega BU 14
- ~~Mary Weller~~ BU 15
- Rumma [unclear] BU 20
- Brooke [unclear], Staff
- Nancy [unclear]

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Pam Manville

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Lolly Howard
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G. G. [unclear]
S. [unclear] 6-2-2016

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Marianne Schultz
KVA Iron
SSA
KHaynie
Spot
NSJ
Innovation
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

12.14 Professional Dues (Excludes Units 17 and 21)

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

TA SEIU 1000

Brenda J. Mohr, Unit 1
Bruce Theel, Unit 3
Sophie Peckin BU 4
Brad Wilkins BU 11
Robert Vega BU 14
Mandy Keller BU 15
Roma Law BU
Brooke Perry, staff
Mandy Webb

TA 2³⁰ P
6-2-16
Dan Manweiler
Pat Wilson

Polly Amant
S. Minis
G. R.
S. Minis 6-2-2016
H. Amant
Marilyn Schuttz
K. V. Schuttz
S. Schuttz
K. V. Schuttz
M. Schuttz
Pat Wilson



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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Romana Jones
Myel Corder
Brook Piesman
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Darius
Pat Smart
SSA Quincy
Chayo
S. Plivan
Marlene Schultz
T. Mavarette
K. A. S.



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 Willes BU 11

Robert Vega BU 14

Ma ~~Stam~~ BU 15

Kimberly Cavard BU 17

~~Tommy~~ BU 20

Myra ~~Carlin~~ BU 21

Brooke Pumper, Staff

Margot ~~mead~~

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Pam ~~Maner~~

Pat Wilson
Patty Howard
~~Patricia~~ S. Mirra

~~G. M.~~
S. ~~Smith~~ 2-2016

H. ~~Hamm~~

Marlene Schuttz ~~Estis~~
K. ~~Vandich~~

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I. ~~Wagner~~
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N. ~~J.~~



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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Pat Wilson
Patty Arnold
[Handwritten signatures]
6-2-2016
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Marlene Schultz
Klaudia D...
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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:

TA SEIU 1000

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- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file. Official personnel files shall contain an inspection log where any person reviewing the file shall sign and date the log unless excluded by law.

- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of

TA 6-2-16 2:30p
[Handwritten signatures and initials: Pam Manville, T.J., J.P., M.W., and others]

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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Pam Manville [Signature]

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

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

TA SEIU 1000

Brandy Mat
Bruce Sheel
Sue Peir

Broad White
Robert Vega
Max Zeltz
Carmel

Wendy
Luz
Manuel Cordova 0021
Roberto Pizarro
Santana

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Pam Manwiller

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K. [Signature]

William



Union Proposal

Master Table

Date 6-2-16

Proposal No: 1

TA @ 4:50pm w/ private

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.

Mandy MA
Bruce
Robert Vega
Margaret
Myra Cole
Brooke Peewen
Margaret

TA 4:50 p
6-2-16-16
DAM mandie
Marlene Schultz
Pat Wilson

SSank
Tiffany
Khan
Khaymie
Jim
S. Sivander



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

13.3 Joint Apprenticeship Committee (Excludes Units 17 and 21)

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

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

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

SEIU 1000

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 Pam Manville
 [Signatures]

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3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards.
4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.
5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during committee meetings.

B. The State agrees to continue existing apprenticeship programs.

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

TA 6-2-16 2:30 PM
pam manville
[Handwritten signatures and initials]

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

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

TA SEIU 1000

Brenda Mott
Bruce Sheef
John P...
Brad Wells
Robert Vega
Margaret
Quinn
Brooke Pierra
Mary Mack

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TA 6-2-16
Pam Manville

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Union Proposal

Master Table

Date 4-27-16

Proposal No: 1

The Union proposes the following language:

U 1000 TA

X.X.X Individual Development Plan

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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.

[Handwritten notes and signatures]
JA 9:00am
6-6-16
Pam manwiler
Pat Wilson
Madelen Schultz
Salvatore
Marianette
P. Smart



Union Proposal
Bargaining Unit 3
Date: June 12, 2016

Proposal No: 1

The Union proposes the following rollover language:

13.6.3 Performance Appraisal of Permanent Employees (Unit 3)

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.
- C. This section shall also apply to the exempt staff of the Special Schools of the CDE.

SEIU 1000 TA
Bruce Thiel
John M. ...
Joanne Kugzy
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Padma ...
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Union Proposal
Bargaining Unit 3
Date: June 12, 2016

Proposal No: 2

The Union proposes the following rollover language:

SEIU 1000 TA

13.10.3 Education and Training (Unit 3)

A. The State agrees to reimburse Unit 3 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:

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

Where applicable, reimbursement rates for the above expenses shall be in accordance with article 12, section 12.1 of this Contract.

B. If the State agrees with a Unit 3 employee's participation in nonrequired career-related training, the State may reimburse to employees for up to fifty percent (50%) of tuition, fees, and books, not to exceed

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department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

C. Advance Application – 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.

D. Incomplete Assignment

1. General

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.

2. Exceptions

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,

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disability, or other event beyond the control of the employee.

E. Employee Obligations and Agreement – An employee assigned to full-time out-service training shall agree in writing to reimburse the State within thirty (30) calendar days for tuition costs and other expenses paid to him/her by the State if, after completion of the training assignment, he/she does not continue employment in State service, for a period of six (6) months or twice the period of training, whichever is greater.

F. New employees will, within a reasonable time after reporting to work, be given an orientation of the department.

G. The CalHR and the Department of Rehabilitation shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The Department of Rehabilitation shall cooperate in devising training programs for the disabled employees. Management shall provide the Union an opportunity to discuss and make recommendations regarding formulation of said procedures.

H. The State and the Union recognize that certain benefits accrue to the State and Unit 3 employees through participation in professional job-related conferences and conventions. The State, working within the framework of budgetary and workload

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constraints will support such activities as are of value to the State.

- I. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section J below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.
- J. When a Unit 3 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.
- K. 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.
- L. The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.
- M. The State shall provide to all employees, two days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth

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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/personal necessity leave. Such time shall not be accumulated.

N. This section shall apply to Unit 3 civil service and exempt employees.

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Suzanne Knapp

RLM

Suzanne Knapp
D. M. H. P.

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Suzanne Knapp

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.

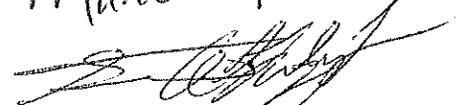
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J. Wilson

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000
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14.2 Out-of-Classification Grievances and Position Allocation Hearing Process

A. Definitions

6/2/14

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

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6-2-16

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

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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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[Handwritten signatures and initials: S. Smith, LeMayne, J. P., to Sullivan, Pat Wilson, and others]

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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.

FA 480
6-2-14
Tom Marrella

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 aArticle 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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6/2/14

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~~Bruce Mott~~

~~Bredalle~~

~~Robert Vega~~

~~Mar Soto~~

~~Nancy~~

~~Ricardo~~

~~Myell Carbon~~

~~Brook Pierce~~

~~Maigret Mads~~

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6-2-16

Pam Manwila

Darius MS
John Adams

WSP
S.S. - 2. Kinnel

Khayin SJB Pat Wilson

KLAS p. Schmidt
T. Navarete



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

14.3 Classification/Pay Data

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

TA SEIU 1000

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Bobby MA
Bruce Sheef
Sophy Bell
Brad Willes
Robert Vega
Max Stettin
Karyn
Ronald Jones
Vigil Gordon Box
Brooke Pimento
Marvin

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TA 6-2-16 2:30
Pam Manwiller

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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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Pam Manville

Brenda Mott
Bruce Thiel
Joe Moran
Brad Luff
Robert Vega
Mae Watt
Vanessa Sant
Romana
Miguel Corbin

Anthony J. [unclear]
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

14.6 Job Announcements

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

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Bruce Theel
Brad Miller
Robert Vega
Mark Smith
Kowart
Randa
Jewel Corbue BU21
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Mary Ann

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

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

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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Bruce Theil

John Decker

Brookville

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Janet King

Ronnie Jones

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Broder Peonja

Wendy Smith

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Tom March

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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.

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.

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

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

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

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

E. Displacement Avoidance

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

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following principles:

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

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

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Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 2

LOCAL 1000 TA

The Union proposes deleting the following language:

~~14.14.3 CDCR Librarian Classification Review (Unit 3)~~

~~Cal HR will continue to work with CDCR and SEIU to complete the classification review of the CDCR-specific librarian classifications with participation of at least two employees selected by the Union.~~

~~_____ Senior Librarian _____ Class Code 2945~~

~~_____ Librarian _____ Class Code 2952~~

~~Union selected participants will serve without loss of compensation.~~

~~CDCR has provided a draft copy of the written report to the Union and Cal HR regarding its findings.~~

~~The parties agree to meet as necessary to discuss the findings and recommendations of the report in an effort to produce a mutually agreed upon final report. Any classification or compensation changes proposed as a result of the study will be handled consistent with section 14.1 of this MOU.~~

~~This study will be completed within 180 days of the ratification of this MOU.~~

TA 06/16/2016

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J. B. ...

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Bruce ...
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Union Proposal

Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

15.1 Appeal of Involuntary Transfer

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

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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.

TA SEIU 1000

Randy Mohr, Unit #1
 Bruce Sheel, Unit 3
 Sophia Peck, BU4
 Brad Wilson BU11
 Robert Vega BU14
 Alan Patten BU15
 Kimberly Carant BU17
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 Myra Cole BU21
 Braden Pennip, Staff
 Margul Mahal

TA 2:30 p
 6-2-16
 Pam Manville
 Pat Wilson

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 J. M.
 J. Smith 6-2-2016
 H. H.
 Madeline Schultz
 PA Sch
 SSN Sullivan
 Kheepin
 Scott Z
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 T. Manville
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 Patsy Edmund



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

15.3 Hardship Transfer

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

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

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

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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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Bruce [unclear]

[unclear]

Bob Allen

Robert Vega

Mark [unclear]

Lawson [unclear]

Robert [unclear]

Yul Cabrera

Booka [unclear]

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Marlene Schultz -
Pat Wilson

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Union Proposal
Bargaining Unit 3
Date June 4, 2016

1057

Proposal No: 1

The Union proposes the following rollover language:

15.4.3 Employee Opportunity Transfer (Unit 3)

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6/4 12:00
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John K...
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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 writing

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

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6/4 12:00

Handwritten signatures:
Bruce Sheef
John Kim
Suzanne Krapp
DKM
Suzie Hy
Ann Dunfield

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

- D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a 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
Bargaining Unit 3
Date June 4, 2016

1057

Proposal No: 1

The Union proposes the following rollover language:

15.4.3 Employee Opportunity Transfer (Unit 3)

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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 writing

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

Handwritten notes:
J/B
PL
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LA
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FA SEIU 1000
6/4 12:00

Handwritten signatures:
Bruce Sheef
John Kim
Suzanne Krapp
DKM
Julie Hy
Ann Dunfield

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

- D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a 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
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes deleting the following language:

LOCAL 1000 TA

~~15.5.3 Support for Lateral Transfers (Unit 3)~~

~~The State will support and advocate to the SPB for Unit 3 members, to have lateral transfer eligibility to Correctional Counselor I and Parole Agent I positions.~~

Bruce Shuf
John Mc
Wanda Krapp
W. W. W.
Salgi H.
W. W. W.

TA
06/16/2016
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J. BOON
Pacia A. ...
Sharon ...
Ting ...
J. ...



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.

TA 2nd P
6-2-16
Jenny
Mannila

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.

Pro
[Signature]

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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[Signature]

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

Handwritten notes on the left margin: "Ray", "BO", "BV", "RV", "UP", "KE", "J", "AC", "BP", "M".

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

Handwritten notes on the right margin: "TA 2nd", "6-2-16", "pay", "monthly".

Vertical list of handwritten initials on the right margin: "PNU", "AS", "PS", "HK", "MS", "KVS", "Z", "KH", "VSP", "PK", "SGB", "TW", "S/B", "S/B", "SM", "DM".

D. Grievance and Arbitration

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

E. Transfer or Demotion in Lieu of Layoff

The State may offer affected employees a transfer or a demotion in lieu of layoff

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

F. Reemployment

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

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6-2-16/1
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A...
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MS
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G. State Service Credit for Layoff Purposes

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

credits in accordance with Government Code section 19997.6.

H. Departmental Vacancies

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

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

TH-SEIU 1000
 Andy Mora, Unit 1
 Bruce Sheel, Unit 3
 Joseph P. Rubin BU4
 Fred Will BU 11
 Robert Vega BU 14
 Marc Smith BU 15
 Kimberly Cantel BU 17
 Maria Quijano BU 20
 Janet Corbin BU 21
 Cooke Pienzo, Staff
 Marguerite

TH 2nd p
 6-2-16
 Pam
 name

Pat Wilson
 Patty Adman
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 Gi. Ag.
 S. Amos 6-2-2010
 H. [Signature]
 Marlene Schultz
 K. A. [Signature]
 S. S. [Signature]
 Kraynie [Signature]
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

16.2 Reducing the Adverse Effects of Layoff

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

PA SEIU 1000

Brendy Mott

Bruce Sheel

Paul Brown

Brad Alder

Robert Heger

Marc S. Kelly

K. Cant

Ronald Jones

Myra Cook 2021

Brooke Pearce

Maureen

PA 2³⁰ P 1
6-2-16
Tom Marwick
Pat Wilson

Patty Amant

[Signature]

S. Jones 6-2-2016

H. Lee

Marlene Schultz

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S. Sam

Khayn

Port

J/B SM

DM

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

16.3 Alternative to Layoff

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

SEIU 1000
[Handwritten signatures: Robert Vega, Maria Stettin, etc.]

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DAM monitor
Patty Adams
[Handwritten signatures: Kelly, etc.]
6-2 to 6
Marlene DeLuca
K. S. S. S.
T. M. V. V.
[Handwritten signatures: Scott, etc.]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

16.4 Military Installations

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

SEIU 1000
11:50pm
6/2/16

[Handwritten signatures: Randy Mott, Bruce Thal, Bob Blair, Brad Miller, Robert Vega, Mary...]

TA 400 P
6-2-16
Pam Manville

[Handwritten signatures: Marlene Schubert, [Signature], [Signature], [Signature], [Signature], [Signature], [Signature], [Signature], [Signature], [Signature]]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

16.5 Layoff Employee Assistance Program (EAP)

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

SEIU 1000

[Handwritten signatures and names on the left side of the page:]
Bobby-Mott
Bruce Theil
Joseph
Brad Wilk
Robert Kegan
Mark Pelt
Carpenter
Ronald Jones
Myra Carlson BV21
Brooke Peasap
Mazhrech

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6-2-16
P...
Lally Adman
[Signature]
Gi...
S. Sarno 6-2-2016
A. Am...
Muler Schultz
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S. S...
T. Newarrette
[Signature]
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Union Proposal
Bargaining Unit 3
Date: June 12, 2016

Proposal No: 1

LOCAL 1000 TA

The Union proposes the following rollover language:

16.6.3 Special School Teacher Layoff (Unit 3)

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

The Special Schools will endeavor to inform teachers by April 1 of a school year if they intend to layoff teachers. This does not preclude a Special School from laying off teachers if notice is not given by April 1.

Grace Sheef
Johnnie
Jeanne Knapp
[Signature]
[Signature]
[Signature]

TA
06/12/2016
1300
S/B
[Signature]
Padua Union



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Article 17 Retirement

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

SEIU 1000 TA

Brendy Mott
Bruce Hoef
Sophia Pen
Brad Willis
Robert Vega
Maurice R. Patten
K. Cant
Ronald
Myel Cal
Shirley Pamp
Karyn Moch

TA
Collette
9:41 AM
Pammonville
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Chaynie
Pat Wilson

M. J.
S. Sal
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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

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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

TA
6/16/16
9:42 AM
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Pat Wilson
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Marilyn Smith
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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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As stated in Government Code Section 20683.2, effective July 1, 2013, First Tier industrial members, including ARP members, shall pay an additional one percent (1%) retirement contribution. Accordingly, effective July 1, 2013, industrial members who

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

17.2 Second-Tier Retirement Plan

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law.

- A. Second Tier members first employed by the State and subject to CalPERS membership prior to January 1, 2013 are subject to the Pre-PEPRA Second Tier retirement formula.
- B. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.
- C. The table below lists the Second Tier age/benefit factors for the Pre-PEPRA and PEPRA retirement formulas.

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9:42 pm
Tom Manville
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Markus Schultz

Pat Wilson

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C. Miller
H. Mart

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

SEIU 1000 TA

Paul J. Mohr
Bruce Sheel
Scott Miller
Brad Wells
Rebecca
Maria Lutter
Stewart
Rita Lee
Mylee
Brooks Peterson
Margaret

D. As stated in Government Code Section 20683.2, effective July 1, 2013, Second Tier members, including ARP members, shall contribute one and one-half percent (1.5%) of monthly pensionable compensation for retirement, and will increase by one and one-half percent (1.5%) points annually. The final annual increase in the contribution rate shall be adjusted as appropriate to reach fifty percent (50%) of normal cost.

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Tom Manville
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James
Khayue
HL
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Bob
N. All
5/20/16
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Pat Wilson *S. Sabal*
Postman
 6/12/2016 9:08 PM
Marlene
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man



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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Tom Manville
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Pat Wilson
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Almont
Mark Schults

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 Mitta
Bruce Theel

Sophia Klem

Brad Wilkes

Robert Weiss

Maura S. Patton

K. Carver

Jenna Green

Myra Cook

Becky Pierson

Margaret Keefe

TA 6/14/16 9:43pm

Pam Manville
T. Navarrete

HJ

John

Khayree

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Nathaniel

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Mam P. Smart

Marlene Schultz

Pat Wilson



Union Proposal
Master Table

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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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Cynthia

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*EB
manwiler*

Yaphane

HL

D. Jones

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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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

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 Mary
 Marlene Schultz
 S. Sale
 man
 Cynthia
 ps smart
 Sport
 JTB
 Maramette
 D. [unclear]

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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SJB

T. Maravette
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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.

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

Randy Mink
Bruce Thiel

Sophia Pelt
Brad Wilbur

Robert Vega
Mara S. Latta

K. Cavay
R. Wagner
M. C.

Booker Pean
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.

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6-16-16
Pam Naville

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Thavarette
D. J. S.



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

- Brend J. Mich
- Bruce Theif
- Sophia [Signature]
- Brad Willes
- Robert Heega

- Maria L. Patten
- K. [Signature]
- [Signature]
- Myrl Cole
- Dora Pemp
- Mary Maack

TA 6/16/16 9:45pm

- Pam Manville
- T. Navarette
- Stephen [Signature]
- Khaynie
- [Signature]
- [Signature]
- [Signature]
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- S. S. [Signature]
- Cynthia [Signature]
- P. Smart
- Marlene [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

- Brendy Mohr
- Bruce Theof
- John Peir
- Brad Miller
- Robert Vega

- Maria S. Patten
- L. Cant
- Rosa Garcia
- Mindy Cal
- Brooke Pemp
- Marnie

TA 6/11/14 9:44pm

Pam Manville
Pat Wilson

T. Manville

Stephanie

Khayue

S. Salo

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

SEIU 1000 TA

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*Tom
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*to
Pat Wilson*

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Marlene Schuetz

S. Salas

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Cynthia

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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 Moss
Bruce Sheel
Joseph Klem
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.

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Brooke P...
Mary...

9:47pm

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Pat Wilson
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Marlene...
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Cynthia...
H...
Chapman
S...
J...
A...

Withdrew
6-17-16



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.7 Enhanced Industrial Disability

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

SEIU 1000 TA

9:44pm

Brendy Miller
Bruce Thep

TA 6-16-16
Tom Manville
TN

Stephen Puck
Brad Wells
Robert Vega

Pat Wilson
Mam

Mano S. Patel
K. Curran

HH
Khaunee
E. G.

Ronaldine

Myel Carden

Brooke Perna

Marey Mar

SSore
Stephanie Port
M. J.
JB mam

S. Salk
Cynthia
P. Smart

nsf
Marlene Schultzy
[Signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

17.8 Tax Treatment of Employee Retirement Contributions

SEIU 1000 TA

[Handwritten initials: B, BAY, SD, BW, RW, MLD, JG, ME, BP, N]

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.

[Handwritten signatures and initials: TA, 6-16-16, 9:46 pm, Pam Manville, Pat Wilson, MAM, Khaynie, HH, SSM, S.S. Sch...]

[Handwritten signature: Stephanie...]

[Handwritten signature: S.S. Sch...]

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

Handwritten initials and names on the left margin:
RH
BWF
BW
AN
MLD
TC
TF
ME
BP
me

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.

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9:46pm
6-16-16
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S. Saha
Marlene D...
6/12/2016 10:27 PM
D...
Pat Wilson
Ch...
Smart

SEIU 1000 TA

BA

BN

RV

MCP

RA
FB

MC

BP

h

e. "Retirement System." The term "retirement system" shall mean the STRS as made applicable to the State of California under the provisions of the State Teachers' Retirement Law (California Education Code section 22000, et seq.) and CalPERS as made applicable to the State of California under the provisions of the California Public Employees' Retirement Law (California Government Code Section 20000, et seq.).

f. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

2. Pick Up to Employee Contributions

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

b. Employee contributions made under

9:46pm

P. Amant
Marlene Schultz
Port
5. Sak
TA 6-16-16
Pat Wilson
Chapman
Conrad
man

paragraph A of this aArticle 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 aArticle shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

[Handwritten initials]

d. "The employee does not have the option to receive the employer contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system."

[Handwritten initials]

[Handwritten initials]

[Handwritten initials]

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 aArticle shall be operative only as long as the State of California pick up of employee

[Handwritten signatures and notes]
Marilyn Smith TA
L. Smith
Pat Wilson
Dante
Chaynie
6-16-16
9:46pm
6/12/2016 10:27 PM

SEIU 1000 TA

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

Pandy Mitt
Bruce Fisher

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 Pen
Brad Miller

Robert Vera

Maura S. Katter

Clara

Ronald Jones

Myra Cantor

Brooke Pierson

Margaret Keller

TA 6-16-16 9:46pm

Pam Manwiler

IN

Pat Wilson

Pat Wilson

Khayma

G. J. J.

J. J.

J. J.

[Signature]

J. J.

[Signature]

S. S. S.

Cynthia

Mam

Payment

Marlene Schmitz



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

SEIU 1000 TA

17.10 1959 Survivor Benefit - Fifth Level

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

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

State TA
6/16/16 10:20pm

Sam Wawita

PJ Anant

Patricia

Travante

man

Pat Waw

Patricia

Chayon

G. W.

Stephanie

Stephanie

SJB

SSub

Marlene Schultz

Cynthia

Patricia

Patricia

Patricia

B Bay

*BW
RV*

MLO

Patricia

Mc

BP

2

1/2

SEIU 1000 TA

TA 2
6/16/2016
10:20P

Bundy MA
Bruce Theel

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

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

Tom Mearns
Tom Mearns

Sophie Per
Brad Willes
Robert Vega
Marius S. Falter
Carly
Ronda
Myel C. Co.
Brooke Kemp
Margaret

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.

Tom Mearns
Tom Mearns

2/2



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**17.13 Exclusion of Sustained Superior
Accomplishment**

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

SEIU 1000 TA

Brenda J. Mott
Bruce Theel

Sophus Pusk
Brad Weller
Robert Vega

Mama S. Fatter

Almond

Rutha

Myra Cuth

Bertha Pienzo

Margaret

State TA
6/16/16 10:20pm

Pam Navarrete

T. F. Farrant

S. J. J.

T. Navarrete

W. M. M.

Pat Wilson

V. J. J.

H. H. H.

K. K. K.

G. G. G.

J. J. J.

M. M. M.

S. S. S.

S. S. S.

Marlene Schultz



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 Mink
Bruce Thiel

Sophia Beck
Brad Wilber
Robert Vega

Marc S. [unclear]
[unclear]
Ronald [unclear]
Myrl Gordon
Debbie Perregrino

Margaret [unclear]

- A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code sections 19816.20 and 20405.1 and will not be subject to the provisions of Government Code section 18717.
- B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions that potentially meet requirements for safety retirement and to place all positions meeting safety retirement criteria into the safety retirement category following establishment by the SPB of the appropriate parenthetical safety classes.

State TA
6/16/16 10:20 PM

Donna [unclear]
P. Smart
SPB
IN
man
Pat Wilber
Dick
HL
Khayree
S. [unclear]
[unclear]

[unclear]

SJB

S. Saki
Cynthia
Madeline Schultz
[unclear]
[unclear]



Union Proposal
Master Table

Date _____

Proposal No: 2

SEIU 1000 TA

The Union proposes the following language:

18.1 Permanent Intermittents (PI)

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

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

C. Each department may establish an exclusive pool of PI employees based upon operational need.

D. Each department shall endeavor to provide a PI

Brenda J. Mob
Bruce Chief
Sophia Perkins
Brad Willes
Robert Vega
Maria S. Patterson
KC
Ronald Jones
Meyer Col.
Bridgette P. ...
Margaret ...

TA 8/10 A
6-23-16
Pam
Miranda

SAB
Tiffany Navarrete
Stephanie ...
Khaque
man
Anter

Nathaniel
Marlene ...
Pat Wilson
SSA
SSA
SSA
SSA

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:

TA 8:10pm
6-23-16

Tom
MORWILL

SAC

Tiffany Navarette
Jost

Khayne

mami

Pat Wilson
Marilyn Schultz
Steve Kimball
Sch

John
Curtis
G. J. J.

6/23/2016 11:10 AM

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[Vertical list of handwritten initials: BCP, SA, BCP, RL, MLP, SA, JF, MR, BP, 2]

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

2. Vacation Leave - A PI employee will be eligible for a one-time vacation bonus of forty-two (42) hours of vacation credit ~~vacation leave credit with pay on the first day of the following qualifying monthly pay period following completion of their initial nine hundred sixty (960) hours of compensated work.~~

3. Thereafter, a PI employee will be eligible for vacation credit with pay in accordance with the schedule in aArticle 8, section 8.1(A), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

TA 8:10pm
6-23-16

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SAGE
Garry Navarrette

[Handwritten signatures]
Pat Wilson
SAGE
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man

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Blay
JOO
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RV
mcp
J
M
BP
n

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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 aArticle 8.1, Vacation/Annual Leave.

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

TA 8:10 PM
10-23-16

John
Mancilla

SABZ

Tiffany Nawarath

SJB Mark Schultz
Steve Williams

Pat Wilson

SSh
JW
Katherine
Soyji

6/23/2016 11:10 AM

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Handwritten notes on the left margin: BP, BGG, BW, RV, MLD, and other initials.

department head or designee may:

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

4.5. Holidays –

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

TA 8:10 pm
6-23-16

Tom Manville

SPR

Pat Wilson
Markus Schultz
Stacy Krenn
SSK
Fany Navarillo
SPR
SPR
man

Boyd
ds
BW
rv
MCP
ME
BP
a

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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Tulay Navarath

Khayue

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Pat Wilson
Markus Schultz
Steve Wimmer
SSA

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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 810 p.m.
6-23-16

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.

SAC

Pat Wilson
Markus Schultz
Stacy Klumala
S. Sol
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John
Chaymie
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6/23/2016 11:10 AM

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Ben
RV
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SA
MC
BP
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SEIU 1000 TA

Brend J. Mide
Bruce Chief
Sophie Perkins
Brad Willis
Robert Vega
Margo R. Patterson
K. Conant
Rana
Myell
Brooke
Margaret

L. Flex/Elect Program – PI employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. PI employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI employees choosing the Cash Option will qualify if they work at least one-half (1/2) time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.

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

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

TA 8:10 pm
6-23-16

O. All remaining conditions of employment that relate to the PI employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

Don
Mauville
~~Stacy~~
Mauville
Stacy
SSA
SSA
Khaqani
mam
Quinn

Pat Wilson
Stacy
Mauville
Khaqani
mam
Quinn



Union Proposal
Bargaining Unit 3

Date: _____

Proposal No: 2

The Union proposes the following rollover language:

SEIU 1000 TA

19.1.3 Hours of Work (Unit 3)

Blay
JMK
dk

TA
SA
da

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

06/16/2016

0330

J. P. Luna
P.A. Luna
[Signature]
[Signature]
[Signature]

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

BAZ

OMC

SLC

- E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.
- F. Workweek group policy for Fair Labor Standards Act (FLSA) - Exempt/Excluded Employees:

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

TRD

SAH

AW

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

1. Management determines, consistent with the current Contract the products, services, and standards which must be

JB

72

VA

PL

met by FLSA - exempt/excluded employees;

BAJ

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

SK

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

JMK

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

JA

SA

CS

5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their

JA
SA
CS
PL

scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted.

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

6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;
8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal

BM

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SH

CA

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JA
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day) for absences of an entire day or more is required.

Bruce Free

Lizanne Knapp

John K

TRM

Salgi H

Ann Winfield

SP
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50
VA
SMS
PL



Union Proposal
Master Table

Date _____

Proposal No: 2

The Union proposes the following language:

19.2 Overtime (Excludes Units 17 and 21)

TA 248
12-3-16
Jan
month

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

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

~~B. Notwithstanding any provision of the MOU other than paragraph E, below and for the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, compensating time off, or any other leave shall not be considered as time worked by the employee for~~

SEIU Local 1000 TA

Brenda J. Mada

Bruce J. Heif

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Brad Willis

Robert Vega

Man [Signature]

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S.S. [Signature]
[Signature]
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[Signature]

or multiples thereof.

TA 4S
2
12-3-16
Dany
manilla

SEIU Local 1000 TA

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

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

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

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

SA
Robert
Dany
S. Soble
Com
Stacy
Pat Wilson
Patty
Maryanne
Marlene

Brandi
Bruce
Brad
Robert
Man

Ronald
Buzo
Angela

SEIU Local 1000 TA

Bundy MHA

Bruce Free

Brad Wilcox

Robert Figa

Man Spitzer

Ronald [Signature]

[Signature]

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

TA 248
12-3-16
[Signature]

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

[Signature]
[Signature]
[Signature]
SSK
[Signature]
[Signature]
Pat Wilson
Patty Amant

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

[Signature]
Marilyn
Markus [Signature]

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

SEIU Local 1000 TA

Brendy Mohr

Bruce Green

~~Sept~~

Brad Willis

Robert Vega

Man Steller

R. Anderson

Cheryl Mace

TA 245a
12-3-16
Tom Manville
~~Robert King~~
Robert King
Chris
S. Sal
Conchita
Amy
D. Lopez
Pat Wilson
Patty Admont
Hilbert
Marilyn
Monahan
Marlene Schultz



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 Mont
Bruce Free
Ashley
Brianna

Robert Vega

Man
Nassia

Ronald

Nyel

Brooke

Mahmud

TA 4:50 pm
6-2-16

Team manager

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.8 Flexible Work Hours (Excludes Units 17 and 21)

TAD
6-16-2016
9:04pm

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

Pam
manville
Sher
manville

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

John
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HJ
Nath

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

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John
Agathe
Postman
Chayna
Marley DeHultz
Pat Wilson
man

SEIU 1000 TH
up
Bruce
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Robert
De 2 Joseph
Ronald

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

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6/16/2016
Pammarik 9:34
S. Seyer
+mawnette

SEIU 1000 TA

Spot
DB
HA

- Bruce J. MA
- Bruce Sheef
- Sophia Perez
- Brad Willis
- Robert Vega
- Dan Cooper
- Ronald Brown

Nathan All

- S. Satch
- Darius
- Amelia
- PJ Smart
- Khayree
- Martine Schuckz
- Pat Wilson
- MOM

e/c



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following language:

~~19.9.3 Exchange of Time Off - Multi-Shift Operations
(Unit 3)~~

LOCAL 1000 TA

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

- ~~1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;~~
- ~~2. The supervisor(s) approve the exchange; and~~
- ~~3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.~~

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

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

~~D. All exchanges must occur during the same workperiod.~~

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

~~F. No exchange shall result in an employee working double shifts.~~

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Bruce [unclear]
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Janne Knapp
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- ~~G. Double shifts will be permitted, consistent with departmental practices.~~
- ~~H. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.~~
- ~~I. This section is not subject to the grievance and arbitration procedure of this Contract.~~

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.10 Work In Multiple Time Zones

TA SEIU 1000

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.

- Pfeiffer, Mark, Unit #1
- Bruce Thiel, unit 3
- Sophus Beckm, BU 4
- Brad Willis, BU 11
- Robert Segal, BU 14
- Mar S. Fetter, BU 15
- Kingbely Carant, BU 17
- Patricia, BU 20
- M. J. O'Connell, BU 21
- Brooke Peonpa, Staff
- Margaret

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6-2-16
Pam mandu

Pat Wilson
 Sally Smart
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 S. Jones 6-1-2016
 T. Mavarette
 D. King
 M. Schuttz
 V. Seb
 S. S.
 K. Haynie
 J. [Signature]
 [Signature]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.11 Call Back Time

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

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

C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours 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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4:50pm

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John
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Buster Pampa
ma/mads

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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4:50pm
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Rafael
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macy woods

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Markus Schuttz
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S. Condy
Pat Wilson
P. Smart
G. J.



Union Proposal
Bargaining Unit 3

Date: _____

Proposal No: 1

The Union proposes the following rollover language:

19.19.3 Work Week Group E or SE (Unit 3)

The State of California (CalHR), employer, and Service Employees International Union, Local 1000, as the exclusive representative for Bargaining Unit 3 (Professional Educators and Librarians), agree that:

- A. In the agreement between the parties (7/1/99 to 7/2/01), the parties agreed to place all Bargaining Unit 3 employees in Work Week group 4C.
- B. In February 2000, in order to be consistent with the structure of the Fair Labor Standards Act (FLSA), the employer changed the name of workweek group 4C to either E or SE.
- C. In Unit 3, all employees designated E or SE remain covered by section 19.1.3, paragraph F, regardless of E or SE designation.
- D. Section 19.1, paragraphs A through D,

TA 06/16/2016
0245

J. DeWitt
P.A. Leach
Sharon M. [unclear]
[unclear]

LOCAL 1000 TA

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generally describe hours of work for State employees. However, section 19.1.3, paragraph F, Work Week Group Policy for FLSA – Exempt/Excluded Employees specifically describes the provisions of the workweek group designations for BU3 specified above.

Bruce Fred

John Lee

Suzanne Knapp

Will

Supv. Fry

Quadrante

PL
SMS

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Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

21.1 Telecommute/Telework Program (Excludes Unit 17)

TA SEIU 1000

4:50pm
6/2/16

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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.

TA 4³⁰
6-2-16
Pam *[Signature]*

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.

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C. Formal written telework or telecommuting policies

and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.

D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.

E. Upon written request, no more than once each fiscal year, representatives of the CalHR will meet with three (3) representatives of SEIU Local 1000 to discuss improvements to the 2010 Statewide Telework Model Program. Union representatives shall serve without loss of state compensation for this meeting.

SEIU 1000
4:50pm
6/2/16

[Handwritten signatures: Bruce J. Mack, Bruce Sheel, Jessi, Brad Wells, Robert Vega, Mandy, Patricia, Nigel, Brooke, and another]

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SS

[Handwritten signatures: J. Stewart, S. M., S. M., + manilla, K. A. Sich, Khayme]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

21.3 Class A and Class B Commercial Driver's License (Excludes Unit 17 and 21)

A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs, relating to the obtaining of a Commercial Driver's License, which become available to the State.

B. Medical Examinations

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by

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their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.

2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:

- a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and
- b. A second medical examination is authorized and conducted; and
- c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

C. Fee Reimbursements

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1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B Commercial Driver's License and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B Commercial Drivers' License and any endorsement(s), or (3) in a classification where a Class A and/or Class B Commercial Driver's License is an additional desirable qualification, provided:

- a. The employee is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;
- b. The employee has a valid, current medical certification acceptable to DMV;
- c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

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2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.

3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's license and Medical Examination

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1. Upon ten (10) work days advance notice to the Department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:
 - a. The examination is scheduled during the employee's scheduled work hours; and
 - b. The examination does not interfere with the operational needs of the department.

TA 232P
6-2-16
for
Meredith

2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

Pat Wilson

3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

Jim M.
S. Snow
2-2016

Markus Schmitt
K. Larson
SS
K. Hayes
J. B. A.
Patricia Almond

TA SEIU 1000

Brendy Mott
Bruce Sheff
Brad Willis
Robert Vega
Mara S. Fuller
Romana
Brooke Plemmon
Meredith



Union Proposal
Bargaining Unit 3
Date: June 9, 2016

Proposal No: 1

The Union proposes the following rollover language:

21.11.3 Class Size (Unit 3)

TA SEIU 1000
Bruce Sheel
John M. Kim
Suzanne Kragg
Chris M.
Julie H.
Christina

A. It is the policy of the State that the educational needs of its students are of primary importance taking into consideration needs of the staff, available facilities, equipment, financial resources and other operational needs. In adhering to this policy, the State agrees to meet and confer with the Union over the impact of management proposed changes to existing class size criteria. It is recognized that final class size determinations shall be within the authority and discretion of management.

B. The Union may request from the CDCR, Adult an exemption from the existing class size to the superintendent or designee. The affected department shall, within twenty (20) calendar days, either grant or deny the requested exemption and inform the Union and the affected teacher in writing of the department's decision. The parties may agree to mutually extend the twenty (20) calendar day time frame. If the request for class size exemption is denied by the Warden, the Union may appeal to the next level of authority for review.

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C. The exemption review process shall consider, but not be limited to, the following:

1. Operational/Program needs
2. Physical space
3. Safety of the staff, inmates or wards
4. Diagnosed psychological, physiological and learning characteristics of the students

D. The Union may request from the CDCR, Division of Juvenile Justice (DJJ) an exemption from existing class size to the Superintendent or designee pursuant to the department's class size exemption policy.

E. Upon request of the Union, the CDCR, Adult will provide available class attendance statistics for the Union's review such as the number of teachers with actual classroom assignments by facility and the monthly education report.

F. The CDCR shall provide a copy of their departmental class size exemption policy to Unit 3 teachers and the Union within four (4) months after the ratification of the Contract by the Union and the Legislature, whichever is later. In addition, the CDCR shall provide a copy to newly hired teachers

SEIU 1000
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as part of their new employee orientation.

G. Class size criteria established by department policy may only be grieved to the second step of the grievance process.

SEIU 1000

Bruce Thiel

John Ken

Suzanne Knapp

William

George A.

Daniel Pfeiffer

J/B

PL

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EMS



Union Proposal
Bargaining Unit 3
Date: June 9, 2016

Proposal No: 1

The Union proposes the following rollover language:

21.12.3 Student Discipline (Unit 3)

- A. Upon request of the Union, the State agrees to consult with the Union representatives on the development of a written student discipline program.
- B. Teachers may recommend either temporary or permanent removal of a student when in his/her professional judgment the teacher believes a student's behavior is interfering with the learning of others or when a teacher/instructor or other students are being threatened; however, the State employer retains the authority to remove or suspend a student from the classroom.

TA SEIU 1000

Bruce Sheaf
John Ken
Regene Knapp
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 P.A. leader
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Union Proposal
Bargaining Unit 3
Date: June 9, 2016

Proposal No: 1

The Union proposes the following rollover language:

21.13.3 Student Class Assignment (Unit 3)

- A. It is the common goal of management and the Union that students attending State classes be assigned to appropriate classes. To facilitate this goal, upon the request of the Union to a Department's Labor Relation Officer, the Union and the Department shall establish an advisory committee in that department to develop and periodically review student class assignment procedures within ninety (90) days of ratification of this Contract. These committees shall have equal numbers of Union and management members.
- B. The assignment procedure shall include the decision-making process and the position(s) responsible for classroom assignments and review of assignments.
- C. Students shall be assigned according to the established policies. When a teacher believes a student is inappropriately assigned the assignment will be referred to the position designated in the policy for review and appropriate assignment.

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Shawn B...

D. Final Class assignment procedures, as well as individual student assignments, shall be within the authority and discretion of management.

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Bruce Sheel

JMM Kim

Suzanne Knapp

JMM

George A. [unclear]
[unclear]

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Union Proposal
Bargaining Unit 3
Date: June 12, 2016

Proposal No: 1

The Union proposes the following rollover language:

LOCAL 1000 TA
Bruce Thiel
Johnnie
Ann Knapp
W.M.
Julie
Michael

21.14.3 Non-Instructional/Teacher Preparation Time (Unit 3)

During a teacher's workday, there shall be scheduled non-instructional periods for purposes of teacher preparation and for performance of other job duties.

Teacher preparation is work time to be used for the purpose of supporting classroom instruction at a level consistent with the diversity of student needs and changing program demands. Management may grant additional preparation time to an individual teacher when management has made a major change in the teacher's assignment or when another need for additional preparation time arises.

Although it is not the intent of the State to unnecessarily infringe upon teacher's preparation time, it is recognized by both parties that it may be appropriate for teachers to be assigned other duties during this time.

Job duties not directly in support of classroom instruction will be scheduled, to the extent possible, with reasonable prior notice, taking into consideration teacher workload and operational needs.

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J. B...
Tracy
Ernst
Shannon



Union Proposal
Bargaining Unit 3

Date: _____

Proposal No: 3

The Union proposes the following rollover language:

LOCAL 1000 TA

21.15.3 Off-Site Teacher Preparation Time (Unit 3)

Consistent with the provisions of section 19.1 (Hours of Work), employees in Unit 3 teaching classes may schedule their instructional preparation time off-site, provided the time scheduled is during non-student contact time as determined by management.

Bruce Theel
Frank
Janne Krapp
John
John
John

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06/16/2016
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P.A. L...
John
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John



Union Proposal
Bargaining Unit 3
Date June 4, 2016

1059

Proposal No: 1

The Union proposes the following rollover language:

TA SEIU 1000 21.16.3 Professional Responsibility (Unit 3)

6/4 12:00

Bruce Theel
got with
Lezanne Knapp
TKM
Subject to
Don Winfield

- A. It is the State's policy to allow Unit 3 employees the exercise of professional judgment in their work recognizing, nonetheless, that ultimate responsibility for determining work methods and selecting methodologies, curricula, etc., rests with Management.
- B. Recognizing the professional status of Unit 3 teachers and librarians, any portion of a performance evaluation concerning professional practice shall be prepared, whenever possible, by a credentialed supervisor or administrator.

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06/04/2016
12:00
J. Dyer
P.A. Luke
Theresa [unclear]
Tracy [unclear]
Jill [unclear]
Jan



Union Proposal
Bargaining Unit 3
Date June 4, 2016

1059

Proposal No: 1

The Union proposes the following rollover language:

21.17.3 Recognition of Authorship (Unit 3)

The State employer shall recognize authorship of Unit 3 civil service and exempt employees involved in the writing of publications by identifying principal contributors in the title page, if any, of said publications. In the event of disputes involving the identity of principal contributors to State publications, the department head shall resolve such disputes. Articles or manuscripts, written under State auspices, shall give recognition of principal authorship on the title page, if any.

TA SEIU 1000
6/4 12:00

Bruce Theel
John Kim
Suzanne Knapp
TRM
Suzanne Knapp
Amy McFadden

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06/04/2016
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J. Bond
P. McLean
Suzanne Knapp
Amy McFadden
John Kim
Vern



Union Proposal
Bargaining Unit 3
Date June 4, 2016

Proposal No: 1

The Union proposes the following rollover language:

21.25.3 Work Assignment Notification (Unit 3)

Management of the CDCR shall make a reasonable effort to inform its teachers of their next year's work assignment prior to the end of the Academic Calendar. If any change in assignment becomes necessary, the Department will endeavor to notify the affected teachers as soon as possible.

TA SEIU 1000
6/4 12:00

TIA
06/04/2016

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Philip

Thomas

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John

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Bruce Sheel
John Ken
Suzanne Knapp
T. Williams
Suzie
Thomas



Union Proposal
Bargaining Unit 3
Date June 9, 2016

Proposal No: 2

The Union proposes the following rollover language:

**22.1.3 Discipline and Discharge – Special Schools
(Unit 3)**

A. Purpose

The purpose of this article is to provide a prompt and efficient procedure for the imposition of discipline and discharge.

B. Applicability

1. This Article shall only apply to permanent tenure and pre-tenure exempt employees (hereafter employee) of the CDE, Special Schools.
2. Appealable disciplinary action is defined as dismissal, demotion, or suspension without pay for more than ~~fifteen (15)~~ six (6) calendar days or its equivalent as a reduction in pay.
3. This article shall not apply to the decisions

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6/8/2016
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P.A. Lynch
G. Lath
Sharon [unclear]
T. [unclear]

to grant or deny tenure.

C. Discipline Procedure

1. Discipline shall only be imposed for cause. "For cause" means a legitimate non-arbitrary reason for dismissal, demotion, suspension without pay, or reduction in pay as defined by B (2) above.
2. The parties recognize that situations arise where circumstances necessitate the immediate removal of the person from the work area for reasons related to the safety of persons or property, disruption of program or operations, or investigation for any disciplinary action or commission of a crime. The appointing power may place an employee on a leave of absence with or without pay for a period not to exceed sixty (60) days in circumstances described above.

If discipline is not taken on or before the date such leave is terminated, the leave shall be with pay. If disciplinary action is taken on or before the date such leave is terminated, the disciplinary action may be taken retroactive to any date on or after the date the employee was placed on leave. Notwithstanding any other section of this article, disciplinary actions under such circumstances shall be valid if written notice

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is served upon the employee not later than seven (7) calendar days after the employee is notified of the disciplinary action.

3. The department head or designee shall initiate any disciplinary action as specified in this article by written notice of disciplinary action served in person or served by certified mail, return receipt requested, to the employee's last known address as listed in the employee's official personnel file. The notice of disciplinary action shall include:

- a. A statement of the nature of the disciplinary action;
- b. The effective date of the disciplinary action;
- c. A statement in ordinary and concise language of the acts or omissions upon which the disciplinary action is based;
- d. A statement advising the employee of the right to answer the notice orally or in writing;

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- e. A statement advising the employee of the time within which an appeal must be filed; and
- f. A statement advising the employee of his/her right to a representative of his/her choice.

4. At least seven (7) calendar days prior to the effective date of any disciplinary action as defined in C(3) above, and at the request of the employee, the department head or designee and the affected employee and his/her representative, if any, shall meet to review the notice of pending disciplinary action. The employee may respond orally or in writing. A written response shall be directed to the department head or designee within seven (7) calendar days of the meeting or within ten (10) calendar days if no meeting is held. Based on the review of the pending disciplinary action and the employee's response, if any, the department head or designee shall provide written notice to the employee within twenty (20) calendar days of his/her decision to rescind, modify or affirm the disciplinary action.

D. Disciplinary Action Appeal Process

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No later than twenty (20) calendar days after receipt of the notification to impose disciplinary action, an employee may appeal the disciplinary action to the SPB. A hearing shall be conducted by an SPB hearing officer. The hearing shall be conducted in accordance with existing law as set forth in Title II of the California Administrative Code. The proposed decision of the SPB hearing officer shall be subject to review by the SPB, which shall render a final and binding decision.

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Bruce Sheel

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E. Right to Representation

When an appointing power's representative has a conference with an employee where at the time the meeting is convened, the employee is the focus of a possible disciplinary action, the employee is entitled, upon request, to a representative of his/her choice. Non-availability of the representative for more than two (2) workdays shall not delay the conference. However, this right shall not extend to routine business communications such as, but not limited to, performance evaluations, training, job audits, counseling sessions or work related instructions.

Jeanne Knapp

JM

Suzie H

David Stiefel

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Union Proposal
Bargaining Unit 3
Date: June 12, 2016

Proposal No: 1

The Union proposes the following rollover language:

22.2.3 Academic Year – Special Schools (Unit 3)

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[Handwritten signatures and initials: B. Amy, JMK, AK, TA, SA, CD]

A. In the State School for the Blind, Fremont, and in the State Schools for the Deaf, Riverside and Fremont, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty. The academic calendar for exempt staff in the classification of Teacher shall be one hundred eighty-four (184) workdays, of which up to one hundred seventy-six (176) shall be student contact days. The academic calendar for exempt staff in the classification of Teacher Specialist shall be one hundred ninety-four (194) workdays.

B. In the Diagnostic Centers at Fremont, Fresno, and Los Angeles, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required

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to be present for duty, and shall be two hundred nine (209) workdays.

C. The Superintendent of a State Special School shall obtain input from exempt staff during the development of the proposed academic calendar. In addition, if a Special School proposes to change the number of in-service training days from the prior academic year, the special school shall notify the teachers and obtain input.

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

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

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~~F. Time limits established in subsection D and E
above can be extended by mutual agreement of
both parties.~~

Bruce Sheef
JML

Suzanne Kravitz
JKM

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Chris Mufel

JB
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Union Proposal
Bargaining Unit 3
Date June 4, 2016

1102

Proposal No: 1

The Union proposes the following rollover language:

22.3.3 Work Assignment Notification – Special Schools (Unit 3)

Management of the CDE Special Schools shall make a reasonable effort to inform its teachers of their next year's work assignment prior to the end of the spring semester. If any change in assignment becomes necessary, the CDE will endeavor to notify the affected teachers as soon as possible. Where changes are made, the employee will be provided a written explanation of the need for such change.

TA SEIU 1000

6/4 12:00

Bruce Sheel
John Ken
Angie Knapp
TRM
Suzanne King
Ann Minfeld

TA
06/04/2016
1200

J. B. P.
P. L. L.
Sharon E. Sp...
Tracy J...
J. B. L.
Jan



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

22.4.3 Personal Leave Days – Special Schools (Unit 3)

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- A. Upon completion of six (6) pay periods, employees shall be eligible for up to two (2) personal days which may be used during the academic year or extended school year.
- B. Personal leave days may be approved for use during the school year or extended school year. A personal leave day may be disapproved if the operating needs of the school prevent such leave.
- C. The Superintendent or designee may require an employee to provide five (5) working days advance notice before taking his or her personal leave day. A personal leave day may be granted with less than five (5) working days notice.
- D. A maximum of two (2) personal leave days may be carried over from one school year to the next. An employee may carry no more than four (4) personal leave days at any given time.

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of BUD
Sharon M. [Signature]
Padma [Signature]
[Signature]

Bruce Thiel

E. Employees who have not used their personal leave days upon termination of employment or retirement will receive cash payment.

John M. Ke

Margaret Kaye

F. Employees may transfer personal leave days in accordance with the provision of Article 8 and the other provisions contained in Article 22.

William

John H.

Handwritten signature/initials

Handwritten initials: JJA, SMS, PL, VAA

Management Proposal (Rollover)

Bargaining Unit: 3

Date:

Exclusive Representative: SEIU, Local 1000

Article: 22 State Special Schools

Subject: 22.5 Extra Duty Assignment – Special Schools

A. Exempt teachers as the Special Schools of the Department of Education in Unit 3 may be required to serve in extracurricular supervisory or advisory assignments at athletic events, dances, plays, and other after school and evening school-sponsored events for the benefit of students, the curriculum, and job effectiveness with no additional compensation.

1. The school superintendent or designee(s) will endeavor to equitably assign the above activities according to the needs of the school.

2. A listing of anticipated activities and the number of people required to cover the activities will be distributed to the faculty no later than the beginning of the school year.

3. The listing of activities and the number of people required for each activity will be updated as soon as possible to reflect any changes that may occur during the school year.

4. Teachers will be assigned to activities according to their stated preferences, whenever possible.

B. Exempt Special School teachers of the Department of Education who are required to perform coaching duties in athletic or drama events or the yearbook will receive a coaching differential in accordance with the schedule listed in 22.10. The coaching differential shall be subject to the following conditions:

1. The school superintendent or designee(s) shall select the coaches and the maximum number of head coaches and assistant coaches receiving the coaching differential;

2. A coaching assignment may be terminated at any time by the school superintendent or designee;

3. The coaching differential shall be paid to the exempt teachers at the conclusion of the coaching activity;

SEIU 1000

Bruce Theel

Suzanne Knapp

TRM

Julie H. [Signature]

TA 12-3-16
4:00 am
Tam Manaster

Management Proposal (Rollover)

4. Exempt teachers who are assigned coaching duty and perform for less than an entire season, shall receive the coaching differential on a pro rata basis;

5. Special School exempt teachers who receive the coaching differential are not entitled to overtime, or any other premium pay;

6. Coaching position vacancies will be advertised.

C. Nothing in this section shall prevent any school employee from volunteering their services.

D. This section shall not be considered "compensation" for purposes of retirement.

SEIU 1000

Bruce Theel

Suzanne Knapp

TRM

Salgi. H.

Chris Hupfeld

TA 12-3-16
4:00am
Pam Manwith



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

22.6.3 Tenure – Special Schools (Unit 3)

A. Definitions

1. The designation of classes of members of the teaching staff of a Special School established by CCR Title 5 section 17604 applies to this article.
2. "Tenure" is the right, under the provisions of this article, of an employee to continue full-time employment as a teacher at a particular special school, subject to resignation, dismissal, suspension, or other disciplinary action for cause. A Teacher, Specialist, may acquire tenure only as a teacher.
3. A "pre-tenured employee" is a school term employee at a particular special school who does not have tenure.
4. A "tenured employee" is a person who has tenure.

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Sharon...
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5. "Full-time service" means full-time service as one of the following:

a. A school term employee for ninety percent (90%) of the teacher work days in one school term applicable to the employee.

b. A Teacher, Specialist, for ninety percent (90%) of the work days applicable to him/her in one fiscal year.

B. Acquisition of Tenure

Tenure is acquired by meeting all of the requirements specified in any one of the following subsections:

1. Full-time service as a pre-tenured employee at one special school in one or more classes of employees for three (3) successive school terms or fiscal year, as applicable; and commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. The tenure is in that school.

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2. Voluntary transfer, including transfer in lieu of layoff, of a tenured employee at one special school to another special school for the same type of student; full-time service for one school term, or fiscal year, as applicable, immediately following the transfer, in the special school to which the employee so transferred; and commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. At the date of commencement of service for the second school term, or fiscal year as applicable, at that school, the transferee shall lose tenure at the school from which he/she transferred and shall have tenure at the school to which he/she transferred.

3. Transfer of a pre-tenured employee from a special school to a newly established special school for the same type of student; rendition of full-time service for three (3) successive school terms or fiscal years, as applicable, at either or both of such schools, and commencement of service under appointment for full time service at the newly established school for the next school term or fiscal year, as applicable. At the date of such commencement of service, the transferee shall lose all rights toward tenure at the school from

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which he/she transferred and shall have all such rights at the school to which he/she transferred.

4. Full-time service in a special school by a pre-tenure employee for at least one school term or fiscal year, as applicable; transfer to an existing special school and rendition for full-time service therein for two (2) successive school terms or fiscal years, as applicable; and commencement of service therein under a reappointment for full-time service at that school for the next school term or fiscal year, is applicable. At the date of commencement of service under such reappointment, the transferee shall lose all rights toward tenure and shall have tenure in the school to which he/she transferred.

5. A pre-tenured employee's probationary period may be extended by the superintendent for at least an additional year when the pre-tenured employee is absent from work for a semester or more when the pre-tenured employee is unable to obtain an appropriate special education credential within the three (3) year pre-tenured period.

C. Reappointment and Notice of Intention Not to

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Reappoint

A pre-tenured employee shall be deemed to be reappointed for the school term or fiscal year, as applicable, succeeding the school term or fiscal year in which he/she is serving, unless by March 15, the superintendent of the school gives him/her notice that he/she will not be appointed. The notice shall be in writing, signed by the superintendent of the school, and given in either of the following ways:

1. Mailed, by certified mail, return receipt requested, to the employee at his/her last known address as listed in the employee's official personnel file.
2. Delivered to the employee in person and his/her written receipt of the notice secured. If the employee refuses to sign the receipt of notice, an affidavit of service made by the person delivering the notice and filed with the superintendent of the school shall be deemed the equivalent of acknowledgement of receipt of notice. Notwithstanding any provision of this section to the contrary, no person shall be deemed to be appointed or to have been awarded tenure because notice is not given or received by the time or in the manner prescribed in this section.

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Should it occur that no notice is received by the times prescribed in this section, it is the duty of the employee concerned to take inquiry to determine the ultimate decision of the school.

D. Evaluation of Pre-Tenured Employee

An exempt employee denied tenure may grieve the denial through the third step of the grievance procedure which shall be the final step of appeal.

Bruce Hood
John Kim
Suzanne Knapp

Jim
Julie By
Dana Winfield

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Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**22.7.3 Enhanced Industrial Disability Leave (EIDL)
State Special Schools (Unit 3)**

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A. An employee 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 IDL benefits. Such injury must have been directly and specifically caused by a student.

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

C. EIDL will apply only to serious physical injuries and

JA 06/12/2016 1000
J. Burt
Sharon M. Stein
Padma Kumar
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Bruce Thal
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any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

- D. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- E. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- F. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.

[Handwritten initials/signature]



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

22.8.3 State Special Schools- Family Crisis Leave Bank (Unit 3)

A. Effective within thirty (30) days of ratification of this Agreement by both parties, the CDE shall establish a Family Crisis Leave Bank for Bargaining Unit 3 employees at the State Special Schools and Diagnostic Centers.

B. The Bank shall consist of sick leave credits donated by Unit 3 employees at the State Special Schools and Diagnostic Centers. An employee may donate one accrued day of sick leave between September 1 and September 15 of each fiscal year, provided that the employee retains a minimum of twenty (20) accrued days of sick leave after donating. Donations shall be made on a form to be supplied by the CDE, signed by the donating employee, and verified by the CDE. An exception to this section B shall be made as follows:

1. Unit 3 employees at the State Special Schools and Diagnostic Centers shall be allowed to donate during the thirty (30) day

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TA 06/12/2016
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J. Bell
Shannon Martin
P. aduna Linder

period following ratification of this Agreement in order to establish the Bank. In the event that an official application form may not be available during this specific thirty (30) day period, the CDE shall accept a written document from a prospective donor that includes the donor's printed name, signature, date, work location, classification, social security number, and permission to deduct one day of sick leave from the employee's accrued sick leave balance.

- C. Once the Bank is exhausted, no more leave credits shall be added to the Bank until the donation period in the following fiscal year.
- D. If the Bank is not exhausted, by June 30 in a fiscal year, any remaining donated days of sick leave shall remain in the Bank and any balance will be carried over into succeeding years and shall not be returned to the donors.
- E. For every day of sick leave donated to the bank, one day of sick leave will be created in the Bank and be subject to withdrawal by Bargaining Unit 3 employees at the State Special Schools and Diagnostic Centers.
- F. In order to be eligible to withdraw leave credits from this Bank, the employee must face financial

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hardship due to an injury or prolonged illness or the injury or prolonged illness of an eligible family member. Pregnancy, childbirth, and baby bonding are not considered an injury or illness. Eligible family members are defined as: the employee's spouse, child, parent, domestic partner (as defined in accordance with Family Code section 297), brother, sister, spouse's or domestic partner's parent, or other person residing in the immediate household.

G. Requests for Bank withdrawals shall be limited to three (3) days of leave credits per application. Employees may submit more than one application per injury/prolonged illness. Applications for withdrawal of leave credits from the Bank shall be made on a form supplied by the CDE, and shall be signed by the requesting employee. If the employee is medically incapacitated, the CDE shall have the discretion to accept an application from another person applying on behalf of the employee. An original physician's verification describing the nature of the illness or injury and the estimated duration of the illness or injury must be attached to the application.

H. By September 30 of each fiscal year, the CDE shall notify in writing the Bargaining Unit 3 Negotiations Committee Chairperson of the amount of leave credits in the Bank that were not used by employees in the prior fiscal year, the amount of leave credits established in the Bank for the current fiscal year, and amount, if any, withdrawn between September 15 of the current fiscal year and the date of the

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Bruce Thal
John M. Ken
Suzanne Knapp
William
Eric A.
William

notification.

- I. This article is not applicable to substitute teachers.
- J. Grievances containing this article can not be appealed beyond the CDE level.
- K. The department will create four (4) Family Crisis Leave Banks
 - CSBF (California School for the Blind in Fremont)
 - CSDF (California School for the Deaf in Fremont)
 - CSDR (California School for the Deaf in Riverside)
 - Diagnostic Centers; North, South and Central

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Union Proposal
Bargaining Unit 3
Date: June 12, 2016

Proposal No: 1

SEIU 1000 TA

The Union proposes the following rollover language:

22.9.3 Salary Schedule (State Special Schools and Diagnostic Centers) (Unit 3)

Each state special school and diagnostic center shall adopt and cause to be printed and made available to each certified employee, a schedule of salaries to be paid. The salary schedule will be made available at the beginning of each school year or at the time of hire. All such salary schedules, recruitment and retention differentials and coaching stipends shall also simultaneously be provided to SEIU Local 1000, from each special school and from each diagnostic center, and shall be made available to the Union whenever any salary schedule is changed.

Bruce Theef
John Ku
Raymond Krapp
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06/12/2016
1300
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Padua Union

2016 0616 04:24

Management Proposal

Bargaining Unit: 3

Exclusive Representative: SEIU Local 1000 Date: Time:

Subject: Coaching Differential

22.10.3 Coaching/Advisor Differential

Pursuant to section 22.5, paragraph B (The CDE may establish an "arduous pay" program to coaching and advisor positions and provide additional compensation as listed below to FLSA exempt employees assigned to WWG SE/E while performing coaching/advisor functions when there is no other way to recognize the performance of additional duties and responsibilities which clearly exceed the normal demands of an employee's classification/position.

Class A - \$4,550 3,900

Football – Varsity Head Coach – California Schools for the Deaf

Class B - \$4,350 3,300

Basketball – Varsity Head Coach, Boys – California Schools for the Deaf

Basketball – Varsity Head Coach, Girls – California Schools for the Deaf

Track – Head Coach, Boys – California Schools for the Deaf

Track – Head Coach, Girls – California Schools for the Deaf

Wrestling – Head Coach – California Schools for the Deaf

Football – Junior Varsity Head Coach – California Schools for the Deaf

Drama – Head Coach – California Schools for the Deaf

Baseball – Varsity Head Coach – California Schools for the Deaf

Softball – Varsity Head Coach – California Schools for the Deaf

Cheerleading – Varsity Head Coach – California Schools for the Deaf

~~Music – School for the Blind, Fremont~~

Soccer – Varsity Head Coach – California Schools for the Deaf

Class C - \$4,150 2,500

Cross Country – Head Coach – California Schools for the Deaf

Swimming – Head Coach – California Schools for the Deaf

Badminton Special Olympics – Head Coach – California Schools for the Deaf

Basketball – Junior Varsity Head Coach, Boys – California Schools for the Deaf

Basketball – Junior Varsity Head Coach, Girls – California Schools for the Deaf

Volleyball – Head Coach – California Schools for the Deaf

Football – Assistant Coach – California Schools for the Deaf

Wrestling – Assistant Coach – California Schools for the Deaf

Track – Assistant Coach, Boys – California Schools for the Deaf

Track – Assistant Coach, Girls – California Schools for the Deaf

~~Yearbook – Head Coach, California School for the Deaf~~

Drama – Assistant Coach – California Schools for the Deaf

Cheerleading – Junior Varsity Head Coach, California Schools for the Deaf, Fremont

6-16-16 4:31 pm
SEIU 1000

Bruce Sheef

6-16-16 0431
SJB

Academic Bowl – Coach

Soccer – Junior Varsity Head Coach - California Schools for the Deaf

Class D - \$950 2,000

Cross Country – Assistant Coach - California Schools for the Deaf

Swimming – Assistant Coach - California Schools for the Deaf

Basketball – Assistant Coach, Boys - California Schools for the Deaf

Basketball – Assistant Coach, Girls - California Schools for the Deaf

Volleyball – Assistant Coach - California Schools for the Deaf

Baseball – Assistant Coach - California Schools for the Deaf

Softball – Assistant Coach - California Schools for the Deaf

Cheerleading – Assistant Coach - California Schools for the Deaf

Golf – Head Coach California Schools for the Deaf, -Riverside

Soccer – Varsity Assistant Coach - California Schools for the Deaf

Soccer – Junior Varsity Assistant Coach - California Schools for the Deaf

Track – Coach - Boys – California School for the Blind

Track – Coach - Girls – California School for the Blind

Strength and Conditioning – Coach - California School for the Blind

Swimming – Coach - California School for the Blind

Goal Ball – Coach - California School for the Blind

Beep Ball – Coach - California School for the Blind

Music – School for the Blind, Fremont

Class E - \$1500

Class Advisor





Union Proposal
Bargaining Unit 3
Date: June 12, 2016

Proposal No: 2

The Union proposes the following rollover language:

23.1.3 Purpose (Unit 3)

On March 10, 2006, the State and the union concluded negotiations mandated by the Alameda Superior Court, in the case of Margaret Farrell versus Walter Allen III, Director California Youth Authority, No. RG03079344. On February 25, 2016, the parties agreed to dismiss the Farrell v. Kernan case with prejudice and further agree that all provisions of the Remedial Plans, Consent Decree and other Orders shall be terminated. The results of these negotiations were originally reflected in Article 23 of the 06-08 Memorandum of Understanding (MOU). Any subsequent modifications have been by mutual agreement and are reflected in this Article.

LOCAL 1000 TA
Bruce Free
John Kim
Shanne Krapp
[Signature]
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Management Proposal (Rollover)

Bargaining Unit: 3

Date:

Exclusive Representative: SEIU, Local 1000

Article: 23 California Department of Corrections and Rehabilitation (CDCR),
Division of Juvenile Justice

Subject: 23.2 Academic Work Year

- A. All full-time DJJ/CEA Unit 3 eligible employees shall work a 220-day Academic Calendar year. The 220-day Academic Calendar Year includes two (2) ninety (90) day semesters, a thirty (30) day summer session, and ten (10) professional staff development days.
- B. If the DJJ/CEA authorizes an Intersession in subsequent academic years, DJJ/CEA Unit 3 eligible employees, who meet the qualifications for the work needed, shall be offered this additional work assignment prior to seeking outside resources. If two (2) or more individuals are interested in the same assignment, the employee with the most state seniority shall be given the assignment. Salary earned during the intersession shall not be considered compensation for the purpose of retirement contribution.
- C. Employees shall be compensated for said work at their normal daily rate of pay.
- D. Should DJJ/CEA decide to offer a half day school schedule or a half day assignment during Intersession, BU 3 employees shall receive one half (1/2) of their daily rate of pay, and not be expected to work more than four (4) hours per day. Teachers scheduled to work during Intersession shall be compensated for student contact time, as well as preparation time as outlined in Article 21.14. DJJ/CEA will clearly delineate if the assignment is half day or full day.
- E. Intersession is defined in the Academic Calendar. During this session, a full-time DJJ/CEA Unit 3 eligible employee shall be:
1. Permitted to work; or,
 2. Permitted to choose to not work; or,
 3. Granted a combination.
- F. Employees who worked the July 13, 2006 through August 6, 2006 Intersession shall have this time counted for purposes of retirement.

SEIU 1000

Bruce Theel
Suzanne Knapp
DKM
Suzanne Knapp

Michael Murphy

TA 12-2-16
4:00am
Dawn Marshall



Union Proposal
Bargaining Unit 3
Date June 4, 2016

Passed @ 11:04 a.m.
6/4/16

Proposal No: 1

The Union proposes the following rollover language:

23.3.3 CDCR-DJJ Academic Calendar Annual Modification (Unit 3)

During the term of this Contract, the CEA, Superintendent of Education, hereby agrees that he/she will provide the Union with copies of proposed CDCR-DJJ academic calendar(s) for the following academic year by November 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Superintendent shall be free to implement the calendar(s) unilaterally. In the event of an emergency or of events beyond the control of the Superintendent of Education, CDCR-DJJ shall be free to make such change(s) in any or all of the academic calendars for the CDCR-DJJ as are required by operational necessity.

TA SEIU 1000
2:45 6/4

Bruce Sheef
John Kim
Supannekrag
TRM

Sulgi By

Chris Minfield

TA
06/04/2016
1445

J. B. ...
P.A. ...
Shannon ...
...
...



Union Proposal
Bargaining Unit 3
Date June 4, 2016

1104

Proposal No: 1

The Union proposes the following rollover language:

23.4.3 Additional Instructional Assignments (Unit 3)

TA SEIU 1000
6/4 12:00

A. Full-time DJJ/CEA Unit 3 eligible employee, who is authorized or directed to provide additional instructional assignments outside of the regular work schedule, shall be compensated in the following manner:

TA
06/04/2016
1200
Sj B...

Bruce Theef
John Kim
Suzanne Kays
T N M
Julie King
Ann Winfield

P.A. Linder
Sharon...
J...
J...
V...

1. Additional instructional service shall be compensated in fifteen (15) minute increments.
2. Each hour of additional instructional service shall be compensated equivalent to one-eighth (1/8) of the employee's daily rate of pay.
3. Additional instructional service shall be compensated on a cash basis.

B. No employee will be directed to provide additional instructional assignments outside of the regular work schedule, prior to the solicitation of volunteers.



Union Proposal
Bargaining Unit 3
Date June 4, 2016

NOU

Proposal No: 1

The Union proposes the following rollover language:

23.5.3 Thirty (30) Day Summer Session Leave (Unit 3)

A. The Superintendent of Education may grant, upon request of a permanent full-time DJJ/CEA Unit 3 eligible employee, a leave of absence for the thirty (30) day Summer Session up to thirty (30) scheduled work days.

TA
06/04/2016
1200
SjB000
P.A. Lee
Shannon
7-
Jull
Val

TA SEIU 1000
6/4 12:00

B. DJJ/CEA Unit 3 eligible employees, who have accrued Educational Leave, will be permitted to use approved Educational Leave, in accordance with section 8.28.3 Educational Leave of this MOU, to pay for all educational related activities completed during the thirty (30) day Summer Session.

Bruce Free
J.M.K.
Suzanne Knapp
T.R.W.
Julge. A.
Alan Himpf



Union Proposal
Bargaining Unit 3
Date June 4, 2016

Proposal No: 1

The Union proposes the following rollover language:

23.6.3 Educational Leave (Unit 3)

TA SEIU 1000
6/4 12:00

A. Effective August 1, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall cease Educational Leave accrual, as provided in section 8.28.3 Educational Leave.

TVA
06/04/2016
J. Ball
P.A. [unclear]
[unclear]
[unclear]

B. All full-time DJJ/CEA Unit 3 eligible employees shall be permitted to retain the Educational Leave credits accrued prior to the termination of accrual described in paragraph A. above.

C. Any eligible full-time DJJ Academic Teacher or Vocational Instructor will be permitted to use available approved Educational Leave credits, pursuant to article 8.28.3 Educational Leave of this MOU.

Bruce [unclear]
John [unclear]
Alyanne Krapp
[unclear]
Suzie [unclear]
Chris [unclear]



Union Proposal
Bargaining Unit 3
Date: June 12, 2016

Proposal No: 1

The Union proposes the following rollover language:

LOCAL 1000 TA
[Handwritten signatures and initials]

23.7.3 Holidays (DJJ/CEA) (Unit 3)

All affected DJJ/CEA, Unit 3 eligible employees shall not be entitled to official observed State Holidays with pay. These days shall be observed as unassigned, non-work days.

A. For all DJJ/CEA Unit 3 eligible employees, when a regular holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

B. For all DJJ/CEA Unit 3 eligible employees, when a premium holiday, falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off. These premium holidays are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and December 25.

TA 06/13/2016
Sjauer 1430
[Handwritten signatures]



Union Proposal
Bargaining Unit 3
Date June 4, 2016

1104

Proposal No: 1

The Union proposes the following rollover language:

23.8.3 Vacation (Unit 3)

TA SEIU 1000
6/4 12:00

Bruce Thiel
Junku
Alyanne Krays
TRM
Suzie Amy
Dan Minfield

A. Effective with the August 2006 pay period, all full-time DJJ/CEA Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.

B. All full-time DJJ/CEA Unit 3 eligible employees shall be permitted to retain the Vacation Leave credits accrued prior to the termination described in paragraph A. above.

C. Effective August 7, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall be precluded from using Vacation Leave credits, except:

1. As provided for in section 8.16, FMLA and section 8.18, Work and Family Participation; or
2. In exceptional (uncommon) situations not covered by section 23.9.3, Personal Necessity Leave (PNL), on a case-by-case basis and subject to supervisory approval.

JIA
06/04/2016
12:00
of Bull
P.A. Under
Shannon
Jessie
John



Union Proposal
Bargaining Unit 3

Date: _____

Proposal No: 3

The Union proposes the following rollover language:

23.9.3 Personal Necessity Leave (Unit 3)

- A. A new full-time DJJ/CEA Unit 3 eligible employee, upon successful completion of an initial academic calendar ninety (90) day semester, shall be credited with three (3) Personal Necessity Days on the first day of the following semester.
- B. All current full-time DJJ/CEA Unit 3 eligible employees shall be credited with three (3) Personal Necessity Days the first work day of each academic calendar year annually, so long as, the accrual does not result in a total balance in excess of six (6) Personal Necessity Days.
- C. Personal Necessity Leave may be utilized by an employee who has sufficient leave.
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking his or her Personal Necessity Day. A Personal Necessity Day may be granted with less than five (5) working days notice.

LOCAL 1000 TA

BAH
IMA
SK
TA
SH
U

TA 06/16/2016
0245
gbar
P.A. L...
Sharon...
[Signature]

E. Upon termination from State employment, the employee shall be paid for all accrued Personal Necessity Days.

Bruce Reed

John K

Suzanne Kravitz

W

Suzie Ay

Chris Mitchell

SP
PL
SMS

JA

Management Proposal

Bargaining Unit: 3

Exclusive Representative: SEIU Local 1000

Date:

Time:

Article: 23

**Subject: CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR),
DIVISION OF JUVENILE JUSTICE**

23.10 CDCR, Division of Juvenile Justice (DJJ), Academic Teacher/Vocational Instructor Salary Schedule

- A. A current DJJ/CEA Unit 3 eligible employee, shall be compensated in accordance with the current DJJ/CEA Unit 3 Salary Schedule for their the county in which their respective high-school facility is located (Appendix C).
- B. A new DJJ/CEA Unit 3 eligible employee shall be placed on the salary schedule first by education above the Bachelor's Degree or for career-technical teachers the equivalent of a Bachelor's Degree (High School Diploma plus seven (7) years of college work and in trade work experience) and second by years of full-time credentialed teaching experience.
- C. For current and new employees with less than ten (10) years of state service, outside qualifying experience in a full-time credential teaching position can be used to place the employee into the salary schedule up to a maximum of Step 10 (120 months).
- D. Additional daily rate incentives may be paid for hard to fill classifications.
- E. Steps are years of service. Range increases are attained by completing additional credits as described on the salary schedule.
- F. Current DJJ/CEA Unit 3 employees who were initially placed on the salary schedule, based upon salary, establishes the individuals' qualifications for that range. All employees hired prior to April 1, 2006, who are initially placed into the salary schedule based upon salary, will move in range upon completion of twelve (12) credits through Range E for Vocational Instructors and Range F for Academic Teachers.

SEIU 1000 TA

Bruce Sheel

TA
06/16/2016
2235
SjBwp

SALARY SCHEDULES

**California Department of Corrections and Rehabilitation
Adult and Juvenile Divisions
220 Day Academic Year**

**San Bernardino, Riverside, San Diego, Imperial, and Marin Counties, Los Angeles, Kings, Fresno, Kern,
Madera, San Luis Obispo, Monterey, and Ventura**

California Institution for Men
California Institution for Women
California Rehabilitation Center

Chukawalla Valley State Prison
Ironwood State Prison
Calipatria State Prison

Centinel State Prison
R.J. Donovan Correctional Facility
San Quentin State Prison

All Staff with a Bachelor's Degree	BA & Preliminary Credential	BA + 12 & Preliminary Credential	BA + 24 & Professional Credential	BA + 36 or MA & Professional Credential	BA + 48 or MA + 12 & Professional Credential	BA + 60 or MA + 24 & Professional Credential	BA + 72 & MA or MA + 36 & Professional Credential
Step (Starts)	Range A	Range B	Range C	Range D	Range E	Range F	Range G
1 (1 st month)	\$267.26	\$276.61	\$286.30	\$296.32	\$306.69	\$317.42	\$328.53
2 (13 th month)	\$276.61	\$286.30	\$296.32	\$306.69	\$317.42	\$328.53	\$340.03
3 (25 th month)	\$286.30	\$296.32	\$306.69	\$317.42	\$328.53	\$340.03	\$351.93
4 (37 th month)	\$296.32	\$306.69	\$317.42	\$328.53	\$340.03	\$351.93	\$364.25
5 (49 th month)	\$306.69	\$317.42	\$328.53	\$340.03	\$351.93	\$364.25	\$377.00
6 (61 st month)	\$317.42	\$328.53	\$340.03	\$351.93	\$364.25	\$377.00	\$390.19
7 (73 rd month)	\$326.94	\$350.23	\$362.49	\$375.17	\$388.31	\$401.90	\$415.97
8 (85 th month)		\$362.49	\$375.17	\$388.31	\$401.90	\$415.97	\$430.52
9 (97 th month)			\$388.31	\$401.90	\$415.97	\$430.52	\$445.59
10 (109 th month)				\$415.97	\$430.52	\$445.59	\$461.18
15 (169 th month)					\$445.59	\$461.18	\$477.33
20 (229 th month)					\$461.18	\$477.33	\$494.03
25 (289 th month)					\$477.33	\$494.03	\$511.32
Vocational Instructors Without a Bachelor's Degree	BA' & Preliminary Credential	BA' +12 & Professional Credential	BA' +24 & Professional Credential	BA' +36 & Professional Credential	BA' + 48 & Professional Credential	'For employees in vocational instructor classifications, the combination of college work and in-trade work experience totaling seven years will be accepted as equivalent to the Bachelor's Degree in Ranges A through E.	

Monthly pay is calculated by multiplying these daily rates times 18.333 (the average number of days worked per month).

See Article 23.10 and/or Article 25.13 for more information about initial placement and advancement on the salary schedule.

See Article 23.12 and 5.19 for more information about possible additional adjustments to the pay rates.

SALARY SCHEDULES

**California Department of Corrections and Rehabilitation
Adult and Juvenile Divisions
220 Day Academic Year**

San Joaquin, and Tuolumne, Sacramento, Solano, Del Norte, Lassen and Amador Counties

~~N. A. Chaderjian HS and Youth Correctional Facility Johanna H. Boss HS at O. H. Close Youth Correctional Facility
Sierra Conservation Center Deuel Vocational Institute Correctional Health Care Facility-Stockton~~

All Staff with a Bachelor's Degree	BA& Preliminary Credential	BA+12 & Preliminary Credential	BA+24 & Professional Credential	BA+36 or MA & Professional Credential	BA+48 or MA+12 & Professional Credential	BA+60 or MA+24 & Professional Credential	BA+72 & MA or MA+36 & Professional Credential
Step (Starts)	Range A	Range B	Range C	Range D	Range E	Range F	Range G
1 (1 st month)	\$254.21	\$263.11	\$272.32	\$281.85	\$291.71	\$301.92	\$312.49
2 (13 th month)	\$263.11	\$272.32	\$281.85	\$291.71	\$301.92	\$312.49	\$323.43
3 (25 th month)	\$272.32	\$281.85	\$291.71	\$301.92	\$312.49	\$323.43	\$334.75
4 (37 th month)	\$281.85	\$291.71	\$301.92	\$312.49	\$323.43	\$334.75	\$346.46
5 (49 th month)	\$291.71	\$301.92	\$312.49	\$323.43	\$334.75	\$346.46	\$358.59
6 (61 st month)	\$301.92	\$312.49	\$323.43	\$334.75	\$346.46	\$358.59	\$371.14
7 (73 rd month)	\$310.98	\$333.13	\$344.79	\$356.86	\$369.34	\$382.27	\$395.65
8 (85 th month)		\$344.79	\$356.86	\$369.34	\$382.27	\$395.65	\$409.50
9 (97 th month)			\$369.34	\$382.27	\$395.65	\$409.50	\$423.83
10 (109 th month)				\$395.65	\$409.50	\$423.83	\$438.67
15 (169 th month)					\$423.83	\$438.67	\$454.02
20 (229 th month)					\$438.67	\$454.02	\$469.91
25 (289 th month)					\$454.02	\$469.91	\$486.36
Vocational Instructors Without a Bachelor's De- gree	BA' & Preliminary Credential	BA' +12 & Professional Credential	BA' +24 & Professional Credential	BA' +36 & Professional Credential	BA' + 48 & Professional Credential	'For employees in vocational instructor classifications, the combination of college work and in-trade work experience totaling seven years will be accepted as equivalent to the Bachelor's De- gree in Ranges A through E.	

Monthly pay is calculated by multiplying these daily rates times 18.333 (the average number of days worked per month).

See Article 23.10 and/or Article 25.13 for more information about initial placement and advancement on the salary schedule.

See Article 23.12 and 5.19 for more information about possible additional adjustments to the pay rates.

Management Proposal (Rollover)

Bargaining Unit: 3

Date:

Exclusive Representative: SEIU, Local 1000

Article: 23 California Department of Corrections and Rehabilitation (CDCR),
Division of Juvenile Justice

Subject: 23.11 Credits for Salary Advancement

A. Acceptable credits will be limited to new semester (or equivalent quarter) credits earned in an accredited college or university, including credits for continuing education courses if taken from an accredited college or university. In addition, vocational education teachers shall receive one unit of semester credit for each forty-five (45) hours worked in industry in a position directly related to the teachers/instructor's vocational education instructional area. College credits, continuing education credits and any work credits from industry for vocational education teachers will be pertinent to the employee's position and not be a repetition of previously acquired credits or work experience.

B. Continuing education units required for current professional license/certification and/or continuing education units or work experience directly related to course curriculum and/or professional development, that are offered by approved providers may be accepted for salary advancement with prior approval from an immediate supervisor.

C. For the purpose of salary advancement DJJ/CEA Unit 3 employees may also receive both professional growth and salary advancement as long as there has been prior approval for such an action from an immediate supervisor or program director as follows:

1. Credits used for salary advancement shall have some relevance to the field of instruction of the teacher or specialist seeking credit.
2. In lieu credit may be granted for engaging in projects and/or CEA approved workshops regarding the improvement of instruction and curriculum within the teacher's school or community at the rate of fifteen (15) hours equal to one credit. No more than three (3) credits will be granted in one year.

SEIU 1000

Bruce Theel

Angene Krapp

TKM

Solgi H.

Chris Hubert

TA 12-3-16
4:00 am
Pan Manwith



Union Proposal
Bargaining Unit 3

Date: _____

Proposal No: 1

The Union proposes the following language:

SEIU 1000 TA

~~23.12.3 Salary Schedule Re-opener (Unit 3)~~

Bruce Theel
John
Jeanne Knapp
Tom
Gregory
William

~~Upon request of the Union, on July 1 of each year, the State will review the salary schedules of the County Office of Education in each county where a DJJ high school is located. The State will provide the Union with copies of proposed salary schedules for each county no later than September 1. If the Union wishes to meet and confer relative to these salary schedules, it must request to do so no later than November 1. If a request to meet and confer is made, the parties will commence negotiations of the proposed salary schedules pursuant to the Dills Act. These salary schedules shall be implemented no later than the first day of the following academic year.~~

INTENTIONALLY EXCLUDED

TA
06/16/2016
0052
Jy Bull
P. Anderson
Sharon M. Davis
Troy J. [unclear]
Sullivan



Union Proposal
Bargaining Unit 3

Date: _____

Proposal No: 2

The Union proposes the following rollover language:

**23.13.3 Bargaining Unit 3 Teacher Service Credit
(Unit 3)**

Bargaining Unit 3 employees who work in the Department of State Hospitals, Department of Developmental Services, California Department of Education, or Department of Rehabilitation and who transfer to DJJ, will be granted full State service credit and be placed accordingly on the DJJ salary schedule.

LOCAL 1000 TA
Bruce Free
M...
K...
R...
S...
M...

TA
06/16/2016
S/B...
P.A. ...
Sharon ...
...
...



Union Proposal

Master Table

Date 10-10-16

Proposal No: 1

SEIU Local 1000 TA
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.

TA 12:00P
6-27-16
DAM
manville
Khaynie
Pat Wilson
S. S. S. S.
Stephanie
Adamant
G. M.
SBC

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

Kelly
A. H.
S. S. S. S.
JB
Tiffany Navari
Mardene Schatz
Hans Klumpp

Brenda M.
Bruce
Karen
Brad Willes
Robert Rega
Mary Skapp
J. Capant
Randa
Myel Carter
Suzanne P.
Margaret

it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation. The parties shall undertake negotiations regarding the impact of such changes on the employees when all three (3) of the following exists:

Brenda M...
Bruce...
T...
Brad...
Robert...
U...
H...
R...
Myrl...
Book...
Marg...

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to the Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to section 3518 of the Dills Act.

TA 12:00P
 6-27-16
Pam...
M...
Khaynie...
S...
John...
Jim...
Nath...
St...
S/B
Tiffany...
Marley...
Stacy...

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 Hueb
Karen Johnson
Brad Wilke
Robert Kegg
Mary Ketter
L. [unclear]
Roma [unclear] BU20
Myrl Corder BU21
Sooke Pienpa
Marey Nader

TA 12:00 p
6-27-16
Pammanwila
Khaemue
Pat Wilson
S. Saha
Jort
J. [unclear]
Gri [unclear]
[unclear]
Kath [unclear]
[unclear]
[unclear]
[unclear]
Tiffany [unclear]
Marlene [unclear]
Stacy [unclear]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

24.2 Duration

- A. Unless a specific provision provides for a different effective date, the term of this Contract shall be July 2, 2013 2016 to July January 1, 2016 2020.
- B. In the six (6) month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.
- C. If a proposal does not include an effective date, the effective date shall be the first day of the pay period following ratification.

SEIU LOCAL 1000

Brendt Mitt
Bruce Sheel
Sasha Pen
Brad Wilks
Robert Vega

Wendy
K. Portant

Laura
Bure

Page 1 of 1

Maryanne

TA 2:45 a
12-3-16
Tom Marwick

Alfred

Stephanie
S. S. h
Cynthia

Maryanne
Schmitts

Maryanne
Marchand

Stacy
Wilson

Pat Wilson
Patty Smart

12/2/2016 3:53:24 PM



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

25.1.3 CDCR, OCE 220 Day Academic Year Annual Modification (Unit 3)

LOCAL 1000 TA

Grace Theel
John K...
James K...
Jim
Lydia
William

The CDCR, OCE, Superintendent, hereby agrees that he/she will provide the Union with copies of the proposed CDCR, OCE 220 Day Academic Calendar(s) for the following academic year by November 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Superintendent shall be free to implement the calendar(s) unilaterally. In the event of an emergency or of events beyond the control of the Superintendent of Correctional Education, CDCR, OCE shall be free to make such change in any or all of the academic calendars for the CDCR, OCE as are required by operational necessity.

JA 06/12/2016
1000

[Signature]
Padma Linder
Van Dillen



Union Proposal
Bargaining Unit 3
Date June 4, 2016

1108

Proposal No: 1

The Union proposes the following rollover language:

25.2.3 CDCR, OCE Additional Instructional Assignments (Unit 3)

TA SEIU 1000
6/4 12:00

A. A CDCR, OCE Unit 3 eligible employee, who is authorized or directed to provide additional instructional assignments outside of the regular work schedule, shall be compensated in the following manner:

TA
06/04/2016
1200
J. Bull
P. A. Walker
Sharon
Jan

Bruce Sheef
J. M. K.
Suzanne Knapp
[Signature]
Sulgi H.
[Signature] [Signature]

1. Additional instructional service shall be compensated in fifteen (15) minute increments.
2. Each hour of additional instructional service shall be compensated equivalent to one-eighth (1/8) of the employee's daily rate of pay.
3. Additional instructional service shall be compensated on a cash basis.

B. No employee will be directed to provide additional instructional assignments outside of the regular work schedule, prior to the solicitation of volunteers.



Union Proposal
Bargaining Unit 3
Date June 4, 2016

1108

Proposal No: 1

The Union proposes the following rollover language:

25.3.3 Educational Leave (Unit 3)

A. Effective August 1, 2007, all affected CDCR, OCE Unit 3 eligible employees shall cease Educational Leave accrual, as provided in section 8.28.3 Educational Leave.

B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Educational Leave credits accrued prior to the termination of accrual described in paragraph A. above.

C. Any full-time CDCR, OCE, Unit 3 eligible employee, will be permitted to use available, approved Education Leave credits pursuant to Article 8.28.3 Education Leave of this MOU.

TA SEIU 1000
6/4 12:00

Bruce Fleef
John Kim
Suzanne Krapp
TRM
Sulgi Hy
Don Minfield

TA
06/04/2016
1200
SJ Burd
P. a. Lytle
Shannon
Tracy
John



Union Proposal
Bargaining Unit 3
Date June 4, 2016

1108

Proposal No: 1

The Union proposes the following rollover language:

25.4.3 Holidays (CDCR/OCE) (Unit 3)

All affected CDCR, OCE, Unit 3 eligible employees shall not be entitled to official observed State Holidays with pay. These days shall be observed as unassigned, non-work days.

TA SEIU 1000
6/4/16 12:00

JA
06/04/2016

SPB

P.A. Leah

Shannon

Justin

Jeffrey

Jan

Bruce
John
Azzanna
Knap

A. For all CDCR, OCE, Unit 3 eligible employees, when a regular holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

Suzanne
Humboldt

B. For all CDCR, OCE Unit 3 eligible employees, when a premium holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off. These premium holidays are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and December 25.



Union Proposal
Bargaining Unit 3
Date June 4, 2016

1108

Proposal No: 1

The Union proposes the following rollover language:

25.5.3 Vacation/Annual Leave (Unit 3)

- A. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.
- B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Vacation/Annual Leave credits accrued prior to the termination described in paragraph A. above.
- C. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall be precluded from using Vacation/Annual Leave credits, except:
 1. As provided for in section 8.16, FMLA and 8.18 Work and Family Participation; or
 2. In exceptional (uncommon) situations not covered by section 25.6.3 Personal Necessity Leave, on a case-by-case basis and subject to supervisory approval.

TA
06/04/2016

1200
J. Bush

P.A. Lynch
Sharon
J. Bush
J. Bush
J. Bush

TA SEIU 1000
6/4 12:00

Bruce Sheff
John Kim
Susanne Knapp
[Signature]

Suzanne King
Dawn Minfield



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 3

1000 TA

The Union proposes the following rollover language:

25.6.3 Personal Necessity Leave (Unit 3)

- A. A new CDCR, OCE, Unit 3 eligible employee, upon successful completion of ninety (90) scheduled academic calendar work days, shall be credited with three (3) Personal Necessity Days on the first day of the following month.
- B. All current CDCR, OCE, Unit 3 eligible employees shall be credited with three (3) Personal Necessity Days on the first work day of each academic calendar year annually, so long as, the accrual does not result in a total balance in excess of six (6) Personal Necessity Days.
- C. Personal Necessity Leave may be utilized by an eligible employee who has sufficient leave.
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking his or her Personal Necessity Day. A Personal Necessity Day may be granted with less than five (5) working days notice.

Blitz
JMK
SLC
TA
SH
UA

TA 06/16/2016
0245 of 0400
P. A. L...
James M. ...
7-17-16
Shollar

E. Upon termination from State employment, the employee shall be paid for all accrued Personal Necessity Days.

Bruce Hood
John M

Jeanne Knapp

TDW

John H

Chris Hufeld

SJA
PL
SMB

77
R
JTA



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

25.7.3 Credits for Salary Advancement (Unit 3)

A. Acceptable credits will be limited to new semester (or equivalent quarter) credits earned in an accredited college or university, including credits for continuing education courses if taken from an accredited college or university. In addition, vocational education teachers shall receive one unit of semester credit for each forty-five (45) hours worked in industry in a position directly related to the teacher's/instructor's vocational education instructional area. College credits, continuing education credits and any work credits from industry for vocational education teachers will be pertinent to the employee's position and not be a repetition of previously acquired credits or work experience.

B. Continuing education units required for current professional license/certification and/or continuing education units or work experience directly related to course curriculum and/or professional development, that are offered by approved providers may be accepted for salary advancement with prior approval from an immediate supervisor.

LOCAL 1000 TA
[Handwritten initials: DMK, TA, SA, JA]

JA 06/12/2016
1000
JB
[Signature]
Padma Linder

Bruce Hood
Mark
James Knapp
RWA
Lyle H
Burdick

C. For the purpose of salary advancement CDCR, OCE Unit 3 employees may also receive both professional growth and salary advancement as long as there has been prior approval for such an action from an immediate supervisor or program director as follows:

1. Credits used for salary advancement shall have some relevance to the field of instruction of the teacher or specialist seeking credit.
2. In lieu credit may be granted for engaging in projects and/or approved workshops regarding the improvement of instruction and curriculum within the teacher's school or community at the rate of fifteen (15) hours equal to one credit. No more than three (3) credits will be granted in one year.

SA
VA
SMS
PL



Union Proposal
Bargaining Unit 3
Date: June 9, 2016

Proposal No: 1

The Union proposes the following rollover language:

25.8.3 220 Day Academic Work Year (Unit 3)

SEIU 1000
[Handwritten signatures: Bruce Thal, John M. Kim, Suzanne Knapp, TRIM, Julie H., and others]

- A. All CDCR, OCE Unit 3 eligible employees shall work a 220 day Academic Calendar year. The CDCR, OCE, 220 Day Academic Calendar Year shall consist of 208 instructional days, and 12 staff development/training days.
- B. Employees shall be compensated for said work at their normal daily rate of pay, per Article 25.13.3
- C. Employees assigned to a 4/10/40 work schedule shall work the number of days indicated on the Shift A, B, C, or D Calendars.

TA
06/09/2016
1400
[Handwritten signatures: J. B. ...]



Union Proposal
Bargaining Unit 3

Date: _____

Proposal No: 3

The Union proposes the following rollover language:

SEIU 1000 TA

25.9.3 Teacher Service Credit (Unit 3)

Bargaining Unit 3 employees who work in the Department of State Hospitals, Department of Developmental Services, California Department of Education, or Department of Rehabilitation and who transfer to CDCR, OCE will be granted full State service credit and be placed accordingly on the CDCR, OCE salary schedule.

Bruce Thal
John
Jeanne K...
[Signature]
[Signature]
[Signature]

All transfers will be placed according to Article 25.13.3.

JA 06/16/2016
0055

[Signature]
[Signature]
[Signature]
[Signature]



Union Proposal
Bargaining Unit 3
Date June 4, 2016

Proposal No: 1

The Union proposes deleting the following language:

~~25.12.3 Re-entry Program Instructor — First Right of Refusal (Unit 3)~~

~~When the Department decides to fill a position in a classification for which an RPI has the necessary credentials, the RPI shall be offered said position before any other offer is made. If two or more RPI's have the same eligibility, the individual with the highest number of continuous seniority shall be offered the open position. If the eligible RPI does not accept the position, the Department is free to fill at their discretion.~~

~~This provision will remain in effect until no RPIs candidates remain or that have either been offered a Vocational Instructor position or hold a credential that is not used by the department.~~

~~Additional information on RPI and other vacancies are available at their local Personnel Office or accessed at www.calhr.ca.gov.~~

INTENTIONALLY EXCLUDED

TA SEIU 1000

*Bruce [unclear]
Shirley
Suzanne Krapp*

[Handwritten initials]

*Sulgi [unclear]
Ann [unclear]*

TA
06/04/2016
1030
[Handwritten signatures]

Management Proposal

Bargaining Unit: 3

Exclusive Representative: SEIU Local 1000

Date: 6/16/16 Time: 4:39 am

Article: 25

Subject: CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR), ADULT PROGRAMS (OCE)

25.13 CDCR Office of Correctional Education, Academic Teacher/Vocational Instructor Salary Schedule ~~Salary Schedule Placement~~

A. Current CDCR, OCE, Unit 3 eligible employees, ~~effective August 1, 2007,~~ shall be compensated in accordance with the current CDCR/OCE salary schedule for the county in which their institution is located. ~~DJJ/CEA Unit 3 Salary Schedule designated by the CDCR, OCE Superintendent and as follows:~~

~~Sacramento: Pelican Bay State Prison; California Correctional Center (Susanville); High Desert State Prison (Susanville); California Medical Facility (Vacaville); California State Prison Solano (Vacaville); California State Prison Sacramento; Folsom State Prison; CDCR Headquarters.~~

~~San Joaquin: Deuel Vocational Institute (Tracy); Sierra Conservation Center (Jamestown)~~

~~Amador: Mule Creek State Prison~~

~~San Luis Obispo: Correctional Training Facility (Soledad); Salinas Valley State Prison (Soledad); California Men's Colony (San Luis Obispo)~~

~~Ventura: None~~

~~San Bernardino: San Quentin State Prison; California Institution for Men (Chino); California Institution for Women (Frontera); California Rehabilitation Center (Norco); Ironwood State Prison (Blythe); R.J. Donovan Correctional Facility (San Diego); Calipatria State Prison; Centinela State Prison, Chuckawalla Valley State Prison.~~

~~Los Angeles: Valley State Prison (Chowchilla); Central California Women's Facility (Chowchilla); Pleasant Valley State Prison (Coalinga); Avenal State Prison; California State Prison Corcoran; California Substance Abuse Treatment Facility and State Prison (Corcoran); North Kern State Prison (Delano); Kern Valley State Prison (Delano); Wasco State Prison; California Correctional Institution (Tehachapi); California State Prison - Los Angeles County (Lancaster).~~

B. Current CDCR, OCE Unit 3 employees initially placed on the salary schedule based upon salary, establishes the individuals' qualifications for that range. All employees hired prior to August 1, 2007, who are initially placed into the salary schedule based

SEIU 1000
Bruce Free

TA
06/16/2016 2235
J Bul

upon salary, will move in range upon completion of twelve (12) credits through Range E for Vocational Instructors and Range F for Academic Teachers.

- C. A CDCR, OCE Unit 3 eligible employee shall be placed on the salary schedule first by education above the Bachelor's Degree or for career-technical teachers the equivalent of a Bachelor's Degree (High School Diploma plus seven (7) years of college work and in trade work experience) and second by years of full-time credentialed teaching experience.
- D. For new employees with less than ten (10) years of State credentialed service, outside qualifying experience in a full-time credentialed teaching position can be used to place the employee up to a maximum of Step 10 (120 months). One (1) academic year of outside service will be considered one (1) year of State credit. For an incomplete year, if the employee worked seventy-five percent (75%) of the outside school year, they shall be credited with one (1) year of State credit.
- E. Additional daily rate incentives may be paid for hard to fill classifications.
- F. Steps are credentialed years of service. Range increases are attained by completing additional education or training credits as described on the salary schedule.

Salary Schedule Footnote

Employees working any 4/10 schedule shall be converted to the 4/10 daily rate by multiplying the 5/8 daily rate by 1.25.



SALARY SCHEDULES

**California Department of Corrections and Rehabilitation
Adult and Juvenile Divisions
220 Day Academic Year**

**San Bernardino, Riverside, San Diego, Imperial, and Marin Counties, Los Angeles, Kings, Fresno, Kern,
Madera, San Luis Obispo, Monterey, and Ventura**

California Institution for Men
California Institution for Women
California Rehabilitation Center

Chuckawalla Valley State Prison
Ironwood State Prison
Calipatria State Prison

Centinela State Prison
R.J. Donovan Correctional Facility
San Quentin State Prison

All Staff with a Bachelor's Degree	BA & Preliminary Credential	BA + 12 & Preliminary Credential	BA + 24 & Professional Credential	BA + 36 or MA & Professional Credential	BA + 48 or MA + 12 & Professional Credential	BA + 60 or MA + 24 & Professional Credential	BA + 72 & MA or MA + 36 & Professional Credential
Step (Starts)	Range A	Range B	Range C	Range D	Range E	Range F	Range G
1 (1 st month)	\$267.26	\$276.61	\$286.30	\$296.32	\$306.69	\$317.42	\$328.53
2 (13 th month)	\$276.61	\$286.30	\$296.32	\$306.69	\$317.42	\$328.53	\$340.03
3 (25 th month)	\$286.30	\$296.32	\$306.69	\$317.42	\$328.53	\$340.03	\$351.93
4 (37 th month)	\$296.32	\$306.69	\$317.42	\$328.53	\$340.03	\$351.93	\$364.25
5 (49 th month)	\$306.69	\$317.42	\$328.53	\$340.03	\$351.93	\$364.25	\$377.00
6 (61 st month)	\$317.42	\$328.53	\$340.03	\$351.93	\$364.25	\$377.00	\$390.19
7 (73 rd month)	\$326.94	\$350.23	\$362.49	\$375.17	\$388.31	\$401.90	\$415.97
8 (85 th month)		\$362.49	\$375.17	\$388.31	\$401.90	\$415.97	\$430.52
9 (97 th month)			\$388.31	\$401.90	\$415.97	\$430.52	\$445.59
10 (109 th month)				\$415.97	\$430.52	\$445.59	\$461.18
15 (169 th month)					\$445.59	\$461.18	\$477.33
20 (229 th month)					\$461.18	\$477.33	\$494.03
25 (289 th month)					\$477.33	\$494.03	\$511.32
Vocational Instructors Without a Bachelor's Degree	BA' & Preliminary Credential	BA' +12 & Professional Credential	BA' +24 & Professional Credential	BA' +36 & Professional Credential	BA' + 48 & Professional Credential	*For employees in vocational instructor classifications, the combination of college work and in-trade work experience totaling seven years will be accepted as equivalent to the Bachelor's Degree in Ranges A through E.	

Monthly pay is calculated by multiplying these daily rates times 18.333 (the average number of days worked per month).

See Article 23.10 and/or Article 25.13 for more information about initial placement and advancement on the salary schedule.

See Article 23.12 and 5.19 for more information about possible additional adjustments to the pay rates.

SALARY SCHEDULES

**California Department of Corrections and Rehabilitation
Adult and Juvenile Divisions
220 Day Academic Year**

San Joaquin, and Tuolumne, Sacramento, Solano, Del Norte, Lassen and Amador Counties

N.A. Chaderjian HS and Youth Correctional Facility Johanna H. Bess HS at O. H. Close Youth Correctional Facility
Sierra Conservation Center Deuel Vocational Institute Correctional Health Care Facility-Stockton

All Staff with a Bachelor's Degree	BA & Preliminary Credential	BA+12 & Preliminary Credential	BA+24 & Professional Credential	BA+36 or MA & Professional Credential	BA+48 or MA+12 & Professional Credential	BA+60 or MA+24 & Professional Credential	BA+72 & MA or MA+36 & Professional Credential
Step (Starts)	Range A	Range B	Range C	Range D	Range E	Range F	Range G
1 (1 st month)	\$254.21	\$263.11	\$272.32	\$281.85	\$291.71	\$301.92	\$312.49
2 (13 th month)	\$263.11	\$272.32	\$281.85	\$291.71	\$301.92	\$312.49	\$323.43
3 (25 th month)	\$272.32	\$281.85	\$291.71	\$301.92	\$312.49	\$323.43	\$334.75
4 (37 th month)	\$281.85	\$291.71	\$301.92	\$312.49	\$323.43	\$334.75	\$346.46
5 (49 th month)	\$291.71	\$301.92	\$312.49	\$323.43	\$334.75	\$346.46	\$358.59
6 (61 st month)	\$301.92	\$312.49	\$323.43	\$334.75	\$346.46	\$358.59	\$371.14
7 (73 rd month)	\$310.98	\$333.13	\$344.79	\$356.86	\$369.34	\$382.27	\$395.65
8 (85 th month)		\$344.79	\$356.86	\$369.34	\$382.27	\$395.65	\$409.50
9 (97 th month)			\$369.34	\$382.27	\$395.65	\$409.50	\$423.83
10 (109 th month)				\$395.65	\$409.50	\$423.83	\$438.67
15 (169 th month)					\$423.83	\$438.67	\$454.02
20 (229 th month)					\$438.67	\$454.02	\$469.91
25 (289 th month)					\$454.02	\$469.91	\$486.36
Vocational Instructors Without a Bachelor's De- gree	BA' & Preliminary Credential	BA' +12 & Professional Credential	BA' +24 & Professional Credential	BA' +36 & Professional Credential	BA' + 48 & Professional Credential	For employees in vocational instructor classifications, the combination of college work and in-trade work experience totaling seven years will be accepted as equivalent to the Bachelor's De- gree in Ranges A through E.	

Monthly pay is calculated by multiplying these daily rates times 18.333 (the average number of days worked per month).

See Article 23.10 and/or Article 25.13 for more information about initial placement and advancement on the salary schedule.

See Article 23.12 and 5.19 for more information about possible additional adjustments to the pay rates.



Union Proposal
Bargaining Unit 3
Date June 4, 2016

Proposal No: 1

The Union proposes to delete the following language:

~~25.14.3 R & R for Placement Purposes (Unit 3)~~

TA SEIU 1000

~~Article 11.20 shall no longer be applicable to the eligible employees under this agreement.~~

INTENTIONALLY EXCLUDED

Bruce [unclear]
[unclear]
Suzanne Knapp
[unclear]
[unclear]
[unclear]

TA
06/14/2016
1030
[unclear]
P. Linder
Stan [unclear]
[unclear]
[unclear]



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**25.15.3 Application of DJJ Salary Schedule to CDCR,
OCE Employees (Unit 3)**

CDCR, OCE Unit 3 eligible employees will use the same salary schedules used in DJJ.

SEIU 1000 TA

Bruce Keef
[Signature]

TA 12-3-16
3:55 a
Pam M...
[Signature]

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
6/2/2016

[Handwritten signatures:]
Brendy Mohr
Bruce Thal
Sophia
Brie Miller
Robert Vega
Heather
Nancy
Renee
Myra Corbin
Brooke Pierra
Mazumdar

TA 4:50 pm
6-2-16
Tom Marwick

[Handwritten signatures:]
Pat Wilson
Dennis
John
WJ
SSW
Kraig
Martiene Schuttz
Salvatore
Travette
KAS

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
6/2/2016

TA 4:50p
6-2-16
Pam M... Q

Brendan J. Mohr

Bruce Freeb
Joseph...

Braun...

Robert...

Mandy...

Narenda...

Kenneth...

Angela...

Brooke...

Mary...

Pat Wilson
D...
K...

SB...
S...

PD Smart
Jim...

SSA
Khayree
PP...
Marlene Schutts
L. Oliviana
T. Mayasette
K...

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
Jan Monville

[Handwritten signatures]
Wendy Mitt
Bruce Therp
Brad Miller
Robert Vega
Helen [unclear]
Teresa [unclear]
Richard [unclear]
Myra Cardo

[Handwritten signatures]
Pat Wilson
[unclear]
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[unclear]
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[unclear]

[Handwritten signature]
Brooklyn [unclear]
[unclear]



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #4 – Access Agreement

Date: March 5, 2007

To: State of California Department Heads and Labor Relations Officers SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives Subject: Side Letter Regarding Access

Over the last two years, the State of California and SEIU, Local 1000 have struggled to find a balance between the State's operational needs and the Union's need to access the employees it represents at their worksites. This challenge has resulted in a number of serious confrontations, including arrests, as well as legal conflicts in various forums that continue to this day.

In the interest of harmonious Labor Relations, the parties agreed in June of 2006 to work with a neutral mediator and make a good faith effort to resolve the issue. The enclosed document is the result of those sessions between the CalHR and SEIU, Local 1000.

As with all agreements, both sides had to compromise.

TA 10 33a
6-10-16
Pam Navarrete

Chayni
H. Hernandez
SBC

Marlene Schutt
Pat Wilson
T Navarrete
S. M. M. M. M.

Bud
AP
Kathy

Jim
S. S. S.
C. M. M.

6/9/2016 8:26 PM
K. M. M.
D. M. M.
Stephanie
K. K.

1000

[Handwritten notes and scribbles on the left margin]

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

Marilyn Schultz
 Pat Wilson
 Travanette
 S. Sullivan

JK
 ASW SAG
 ASW H. General
 RPK

TA
 6-10-16
 Pam Morik
 1033 am
 Khaymi
 SS/1
 Conner
 P. Schmidt
 J. Schmidt
 G. J.

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 [Signature]
 BW
 RV
 LCP
 [Signature]
 [Signature]
 SP
 [Signature]

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 initials and signatures on the left margin, including 'BP', 'RV', 'mip', 'K', 'FG', 'MC', 'BP', 'm']

The Union has the right to distribute information where represented employees work. The Union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

*TH 10³³
6-10-16
Pam Manwiler*

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
Cynthia
Adamant
Stephanie
G. G.
H. H. H.*

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 Manwiler, Deputy Director CalHR	(916) 323-7995
Paul Harris, Chief of Staff SEIU Local 1000	(916) 554-1241
Felix DeLaTorre York Chang, Chief Counsel SEIU Local 1000	(916) 554-1279 (323) 525-2984

*Marlene Schutz
P. P. P.
S. S. S.
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

[Handwritten signatures for SEIU 1000]
Michelle M...
Bruce...
Joshua...
Brod Willis
Robert Vega
Mara & Pat...
L...
Romana...
M...
Brooke...
Marilyn...

TA 10³³
6-10-16
Pam Manville

[Handwritten signatures for TA]
Maxine Schultz
+ Maravette
S. Sobel
Cynthia
Adamant
Stephan...
G...
Herrera

[Handwritten signatures]
N...
...
...
Chapine
...
J. S. ...
...
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 manwiller

Sau TA@4:50pm
6/2/16

Handy Mark
Bruce O'Neil
John Peterson
Bruce Willer
Robert Vega
Max Watt
Amelia
Dante
Mykel Cochrane
Suzanne Perna

Pat Wilson
John King
John
Katherine P. Desmet
S. Sak
Marlene DeKuntz
S. Luvamala
Travarette
K. S.

Master Table



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

Brendy M...
Bruce...
Sophia...
Brook...
Robert...
Myra...
K...
Rena...
April...
Bessie...
Margaret...

TA 10330...
6-10-16...
Pam...
Pat...
Tiffany...
Marlene...
Justin...
S...
S...
Stephanie...
G...
W...



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following rollover language:

Side Letter 16.3

Any provisions of the contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

LOCAL 1000 TA

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[Handwritten signature]
[Handwritten signature]

TA 06/16/2016
0058

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]
[Handwritten signature]



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
Jan Manwile

SEIU Local 1000 TA

[Handwritten signatures]
James Scott
Heleen Jefferson
Evelle Ambrose
JE O'Leary

10:44am



Union Proposal

Master Table

Date 6-2-16

Proposal No: 1

The Union proposes the following rollover language:

Side Letter #17 - Employee Work Locations

Once a year, the Union may request a department to provide information regarding the physical location (e.g., division, floor, yard, building, cubicle, etc.) of SEIU 1000 represented employees at any worksite. When possible this information shall be provided electronically.

Departments are not requested to create the information requested. The department will provide information if it already exists or is currently maintained.

This provision is not subject to the grievance and arbitration procedure of this contract.

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

Handwritten signatures on the left side of the page, including names like Randy, Bruce, and others.

Handwritten signatures and notes on the right side of the page, including 'TA 4:50 P 6-2-16', 'Dan Manu...', and 'S. Sam...'. There is also a date stamp '6/1/2016 7:29 PM'.



Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 1

The Union proposes the following language:

Side Letter 17.3

Within sixty (60) days of ratification of this agreement, the Union and CalHR shall meet to update the salary schedules applied to all Unit 3 Academic Teachers and Vocational Instructors employed by the California Department of Corrections and Rehabilitation.

SEIU 1000 TA

Bruce Free

Suzanne Krupp

Segi. Ho
John Lee

Daniel King
Robert King

TA 12/3/16
12-3-16-10
Pam Manville
Tommy
Marlene Schultz
Stanley



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following language:

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

- A. The Superintendent of a State Special School shall obtain input from employees during the development of the proposed academic calendar. Special School employees shall receive a copy of the proposed calendar prior to the adoption of the calendar. In addition, if a Special School proposes to change the number of in-service training days from the prior academic year, the Special School shall notify the teachers and obtain input.
- B. During the term of this Contract, the Director of State Special Schools hereby agrees that he/she will provide the Union with copies of proposed academic calendars for each of the Special Schools for the following academic year by April 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Director shall be free to implement the calendar or calendars unilaterally. In the event of an emergency or of events beyond the control of the Director, the State Special School shall be

1545
 Sun 16
 RW
 [Handwritten signatures and initials]

3:45 p
 6-11-16
 am mandala

[Handwritten signatures and initials]

Pat Wilson
 [Handwritten signature]

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

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

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

TA 1545
11 Jun 16
Pam Walker
[Signature]
Vanessa Day
Robert Heppner
Suzette [Signature]
Kathleen [Signature]
Karen Puffenberger

TA 3⁴⁵ p
Pam Manwiller
S. Satch
S. Klivumich
Nathaniel [Signature]
Annette Kahn
Jill [Signature]
Pat Wilson
Marlene Schuttz

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

Pound & Mohr
Bruce Steel
Sasha Peters
Brook White
Robert Vega
Mae Nat
K. Cawant

Ronald
Kumar
Mae Cabr
Kooler Pierce
Margaret

TA 12:25
12-3-16
Tom manville
~~Stacy~~
Stacy
Jen
Stephanie Port
Holdoff
S. S. S.
Marilyn Morahan
Cynthia
Shaynie
Stacy
Marilyn Schultz
Pat Wilson
Patty Amard