

Management Rollover Proposal

Bargaining Unit: 12

Date:

Exclusive Representative: IUOE

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ARTICLE 3 - HEALTH AND WELFARE

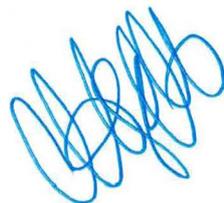
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SIDE LETTERS, ADDENDA & ATTACHMENTS

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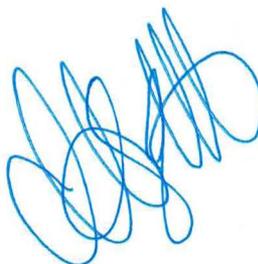
ADDENDUM 1 - Work Locations

ADDENDUM 2 - Work Locations State Parks

ADDENDUM 3 - Holiday Compensation Chart

ADDENDUM 4 – Reassignment/Transfer Request

ADDENDUM 5 – Job Description Form (CalHR 651)



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International Union of Operating Engineers
Locals 3, 39 & 501
and
State of California
Bargaining Unit 12

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Union Package Proposals
June 25, 2020

1. Article 10.21 – Personal Leave Program 2020 (New) – Union proposal 6.25.2020
2. Article 11.14 – Prefunding of Post-Retirement Health Benefits – Management Proposal 6/4/2020 @ 2:45pm
3. Article 3.1 - Health, Dental, Vision -Management Proposal 6/4/2020 @ 2:51pm
4. Article 24.1- Contract Reopener Language (New) – Management Proposal 6/4/2020 @ 2:57pm
5. Article 23 – Duration – Management Proposal 6/4/2020 @ 2:55pm

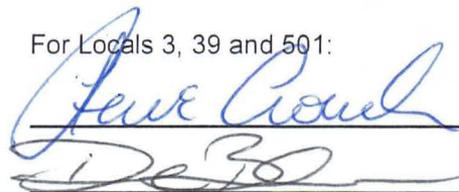
TENTATIVE AGREEMENT

For the State:



Date

For Locals 3, 39 and 501:



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International Union of Operating Engineers
Locals 3, 39 & 501
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State of California
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Article 10. Leaves

Section 10.21 Personal Leave Program 2020 (NEW)

Effective with the first day of the pay period following ratification through the June 2021 pay period, employees will be subject to the Personal Leave Program 2020 (PLP 2020) 16 hours per month in the manner outlined below.

- A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 9.23%.
- B. Each full-time employee shall be credited with 16 hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program.
- C. Salary rates and salary ranges shall remain unchanged.
- D. Employees will be given discretion to use PLP 2020 subject to operational considerations.
 - 1. PLP 2020 time must be used before any other leave with the exception of Sick Leave and Professional Development Days.
 - 2. Employees may elect to use PLP 2020 in lieu of approved sick leave.
 - 3. PLP 2020 shall be requested and used by the employee in the same manner as Vacation/Annual Leave.
 - 4. Subject to the above, requests for use of PLP 2020 leave must be submitted in accordance with departmental policies on Vacation/Annual Leave.
 - 5. PLP 2020 accruals do not expire.
- E. ~~All leave earned under PLP 2020 should be used prior to voluntary separation. Appointing powers may schedule employees to take PLP 2020 time off to meet the intent of this section. If~~

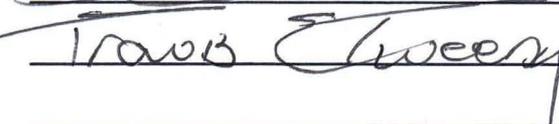
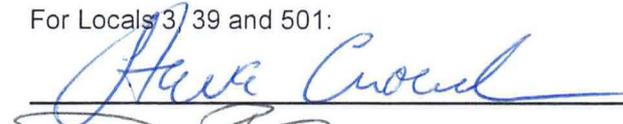
TENTATIVE AGREEMENT

For the State:



Date _____

For Locals 3, 39 and 501:



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International Union of Operating Engineers
Locals 3, 39 & 501
and
State of California
Bargaining Unit 12

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~~an is unable to use this leave prior to an employee's separation and the separation date cannot be extended.~~ PLP 2020 shall may be cashed out upon separation from state service.

- F. ~~Time during which an employee is excused from work because of PLP 2020 leave shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.~~ PLP 2020 leave shall not be considered as "time worked", except when an employee is "mandated" to work overtime, for the purposes of determining the number of hours worked in a work week.
- G. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits they would have received had the PLP 2020 not occurred.
- H. PLP 2020 shall not cause a break in State service, nor a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, or service towards a merit salary adjustment.
- I. PLP 2020 shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.
- J. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications.
- K. Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee's time base in the same manner as Sick Leave.
- L. PLP 2020 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section P below.
- M. PLP 2020 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

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For the State:

Date

For Locals 3, 39 and 501:

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- N. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from PLP 2020 for that month.
- O. Seasonal and temporary employees are not subject to PLP 2020.
- P. All Permanent Intermittent employees shall be subject to the pro-ration of salary and PLP 2020 credits pursuant to the chart below:

Hours Worked During Credit Pay Period	PLP 2020 Credited Hours
0-10.9	1
11-30.9	2
31-50.9	4
51-70.9	6
71-90.9	8
91-110.9	10
111-130.9	12
131-150.9	14
151 or over	16

- Q. Disputes regarding the denial of the use of PLP 2020 time may be appealed through the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.
- R. The State shall not seek additional employee compensation reductions from BU12 represented employees during the term of this MOU.

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For the State:

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ARTICLE 11 — RETIREMENT

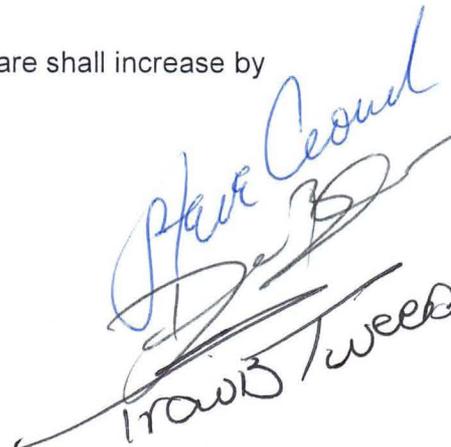
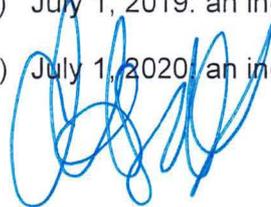
11.14 Prefunding of Postretirement Post-Retirement Health Benefits

Pursuant to the recommendations of the Public Employee Post-Employment Benefits Commission, the parties recognize the importance of beginning to prefund liabilities for retiree health benefits. The State and Union hereby agree to share in the responsibility toward beginning the prefunding of these liabilities for members of Bargaining Unit 12; 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.

1. Beginning July 1, 2013, employees shall contribute 0.5% of base salary toward prefunding of retiree health benefits (deferred from July 1, 2010).
 2. Employee contributions shall be deducted from employee salary on a pre-tax basis.
 3. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.
 4. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.
1. Commencing on July 1, 2015, the State and Union will prefund retiree healthcare, with the goal of reaching a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2020. The amount of employee contributions required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation:
 - a) July 1, 2017: an increase of 1.0 percent for a total of 1.5 percent.
 - b) July 1, 2018: an increase of 1.0 percent- for a total of 2.5 percent.
 - c) July 1, 2019: an increase of 1.0 percent- for a total of 3.5 percent.
 - d) July 1, 2020: an increase of 1.1 percent- for a total of 4.6 percent.

The matching employer contribution required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation:

- a) July 1, 2017: an increase of 1.0 percent for a total of 1.5 percent.
- b) July 1, 2018: an increase of 1.0 percent- for a total of 2.5 percent.
- c) July 1, 2019: an increase of 1.0 percent- for a total of 3.5 percent.
- d) July 1, 2020: an increase of 1.1 percent- for a total of 4.6 percent.



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2. Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution for prefunding other post-employment benefits for the 2020-21 fiscal year, as described in paragraph 1, is suspended and shall not be withheld from employees' salaries beginning on the first day of the pay period following ratification, and ending on June 30, 2021. The employer's monthly contribution for prefunding other post-employment benefits will continue in the 2020-21 fiscal year, as described in paragraph 1.

3.2- 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 Unit 12 shall begin contributing immediately, unless they are not subject, as set forth above.

4.3- Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees on receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office, in which case contributions will be withheld post-tax. ~~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.~~

- ~~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.~~

~~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.~~

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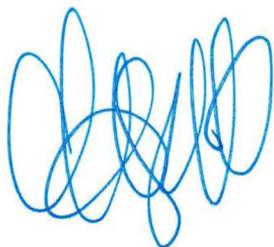
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If an employee has multiple hourly appointments, the highest pay rate will be used to compute what the deduction would be if the employee held a full-time appointment at that pay rate. For employees with a part-time and hourly appointment, the deduction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

5. Contributions will be deposited in a designated state subaccount for BU 12 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 BU 12. 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."
- 6.4. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.
- 7.5. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.
8. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.



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Management Proposal

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ARTICLE 3 — HEALTH AND WELFARE

3.1 Health, Dental, Vision

A. Health Benefit

1. Program Description

Upon ratification, the established flat dollar amount(s) shall be adjusted to the amounts computed on January 1, ~~2017~~ 2020, pursuant to the formulas below, effective January 1, ~~2017~~ 2020, or on the first day of the pay period following ratification, whichever comes later.

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 \$~~559~~ 609 per month for coverage of an eligible employee. (Party code one)
 - b. The State shall contribute \$~~1,125~~ 1,223 per month for coverage of an eligible employee plus one dependent. (Party code two)
 - c. The State shall contribute \$~~1,462~~ 1,585 per month for coverage of an eligible employee plus two or more dependents. (Party code three)
2. The employer health benefits contribution for each employee shall be a flat dollar amount equal to eighty (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 eighty (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 amount(s) shall be increased or decreased as appropriate pursuant to the formulas above on January 1, ~~2018~~ 2021, ~~January 1, 2019, and January 1, 2020~~. The established dollar amount(s) shall not be increased or decreased in subsequent years without a negotiated agreement.

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

1. 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

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BU 12

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a minimum of 480 paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 calendar days from the end of the qualifying control period.

2. Continuing Eligibility—To continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 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 AB 26 (Chapter 588, Statutes of 1999).~~

B. Dental Benefit

1. Contribution Amounts

- a. The State shall continue to pay the contribution rates established January 1, ~~2017~~ 2020, for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the California Department of Human Resources.
 1. The State shall pay up to ~~\$38.72~~ \$38.12 per month for coverage of an eligible employee.
 2. The State shall pay up to ~~\$67.64~~ \$66.56 per month for coverage of an eligible employee plus one dependent.
 3. The State shall pay up to ~~\$97.92~~ \$96.21 per month for coverage of an eligible employee plus two or more dependents.
- b. The employee will pay any premium amount for the dental plan in excess of the State’s contribution, except that the employee’s share of the cost shall not exceed 25 percent (25%) of the total premium.

2. Employee eligibility for dental benefits is the same as that prescribed for health benefits under section A.3 of this agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under section A.3 of this agreement.

4. Coverage During First 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

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of the employee's residence, the employee will be allowed to enroll in indemnity or preferred provider option plan.

C. Vision Benefit

1. Program Description

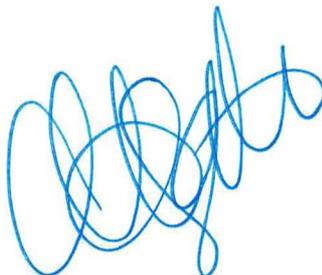
The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty-five dollars (\$25) for materials.

2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under section A.3 of this agreement.

3. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under section A.3 of this agreement.



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BU 12

June 2020

ARTICLE 24 — Contract Reopener Language (NEW)

24.1 Contract Reopener Language

A. Due to the significant economic impacts of the COVID-19 Recession, notwithstanding any other provision of law, the following economic provision of the existing memorandum of understanding (MOU), is hereby suspended:

- The employee share of Prefunding of Postretirement Health Benefits (OPEB) provided for in Article 11.14.

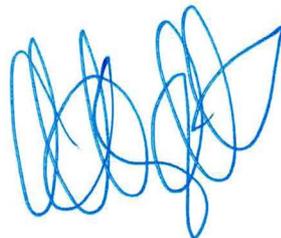
B. The remainder of the MOU, including economic terms of the agreement not specifically related to the various pay items listed in paragraph A, such as the amount necessary for the payment of compensation and employee benefits that were in effect prior to the 2020-21 fiscal year, shall continue in full effect, subject to the reductions agreed to in Article 10.21 Personal Leave Program 2020. Notwithstanding any other provisions of law, this MOU represents the only entitlement to payment of compensation and employee benefits.

C. The determination of sufficient funding relative to this section and Article 10.21 Personal Leave Program 2020 shall be at the sole discretion of the Director of the Department of Finance if either of the following circumstances occur:

1. If the Director of the Department of Finance, as a result of appropriate federal legislation providing additional funding to the state to address the impacts of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.
2. If the Director of the Department of Finance, as a result of state revenue becoming sufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the cost of providing the various pay items that have been suspended or reduced as a result of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.

D. In the event the Director of the Department of Finance elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced by operation of this provision or Article 10.21 Personal Leave Program 2020, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.

E. No provision of this Article shall be subject to the grievance and arbitration procedure; this Article is specifically not subject to arbitration.



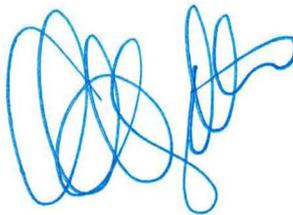
Steve Coughlin
11/10/2020

4/25/2020
passed 1031 AM
TIA'd 1041 AM

Management Proposal

ARTICLE 23 – DURATION

- A. The State proposes the term of this agreement be from July 1, ~~2015-2020~~ through July 1, ~~2020~~ June 30, 2021.
- B. In the six-month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.



Steve Crowder
~~David Weary~~
David Weary

6/11/2020
2:43

MANAGEMENT COUNTER PROPOSAL

TA'd
@
10:49am

Bargaining Unit 12

Article 7 - Hours of Work

Section 7.10 Calls to Work/Scheduled Overtime

A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four hours' work time provided the call back to work is without having been notified prior to completion of the work shift. When such an employee is called back under these conditions within four 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 hours credit for the new call back. When an employee is called back to work, the employee, with the permission of the appointing authority, or his or her designee when required, will be permitted to leave when the situation(s) that he/she was called in for has been completed. It is not the intent to have the employee perform additional work that represents routine maintenance that can or should be accomplished during the normal workday.

When such an employee is called back within four 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. If an employee is called in within four (4) hours of his/her next shift, the employee will be allowed to work until the end of his/her regular shift.

B. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be scheduled for a minimum of four (4) hours' work. When the employee is notified prior to completion of his or her work shift and the work begins less than three (3) hours after completion of the work shift, the employee will be credited for the hours actually worked; if the work begins more than three (3) hours after the completion of the work shift, the employee will be scheduled for a minimum of four (4) hours of work.

C. A call back situation does not exist when an employee is ordered to temporarily report for a different work shift in lieu of their regular shift pursuant to section 7.4.

D. Overtime hours will be paid at the overtime rate established in this Agreement after the employee has worked forty (40) hours in the work week.

E. When a Caltrans employee receives a call to work while not on duty (i.e., neither during a regular work shift nor an overtime assignment), compensable time starts when the employee leaves home in route directly for the call back and ends when the employee has returned home by the most direct route. Travel time for a call to work will not be paid when the employee is ordered to report early for a scheduled workshift even though the order to report early is made while the employee is not at work.

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11/01/2020

When a Caltrans employee ~~receives a call to work~~ overtime which results in an additional commute during the workweek, the employee shall be reimbursed for travel mileage, to and from the report location, in accordance with applicable Contract provisions and/or rules. Such mileage reimbursement shall not exceed a total of fifty (50) miles for each call back.

F. When an employee other than a Caltrans employee receives a call to work which results in an additional commute during the workweek, the employee shall be reimbursed for travel mileage, to and from the report location, in accordance with applicable Contract provisions and/or rules.

G. Highway Patrol Commanders or their designee shall notify employees of cancellation or postponements of scheduled court appearances. A twenty-four (24)-hour minimum cancellation notification will be required prior to each scheduled court appearance between 0800 and 1700 hours, Monday through Friday, excluding legal holidays. When an employee is notified or learns that the court appearance has been cancelled less than twenty-four (24) hours prior to the scheduled appearance, fifty dollars (\$50.00) shall be paid. An employee is not eligible for the fifty dollars (\$50.00) if the appearance is scheduled and cancelled within his/her assigned workshift.



~~Steve Crowl~~
~~Travis Eweary~~

MANAGEMENT COUNTER PROPOSAL

6/10/2020
@ 2:17
TAd

Bargaining Unit 12

Article 17 – Post and Bid

17.1 Post and Bid - Local Work Locations

- A. When the employer decides to fill a vacancy, including a change in tenure of a position from limited-term to permanent, the following process shall apply:
- B. A notice of intent to fill the vacancy shall be posted at the work site(s) for Unit 12 employees within the local work location for a minimum of seven (7) calendar days. This notice shall include the classification, a duty statement or description of duties, requisite skills and abilities required of the position, reporting location, assigned work areas, the shift and the days off for the position to be filled, the final filing date, and contact person's name, email address and telephone number. Eligible employees interested in a posted position must indicate interest by submitting a departmental bid request form (section 17.3.A.1) to the specified contact person, by the final filing date.
- C. Eligible employees are defined as:
1. Employees holding permanent full-time status at the work location in the classification of the posted position. For the purpose of this section, permanent status means having successfully completed his/her probationary period in the class, and, if required, successfully completed all requirements of an apprenticeship program.
 2. Employees possessing the requisite skills and abilities required of the vacant position. Any employee who has a sustained a formal action, such as a Notice of Adverse Action (NOAA), ~~excluding written reprimands, or received a documented substandard review (that identifies performance expectations) in a majority of the requisite skills of their classification within the last 12 months,~~ may, at the discretion of the employer, not be considered for bid transfer under the provisions of this section.
 3. The employee submitting the bid request, or, in the case of multiple requests for the same vacant position, the employee with the greatest amount of continuous "local work location" seniority in the class shall be selected over other employees and notified of start date.
 4. Caltrans eligible employees are only able to post and bid under this provision twice in one year commencing with the start date of their first post and bid position under this provision.

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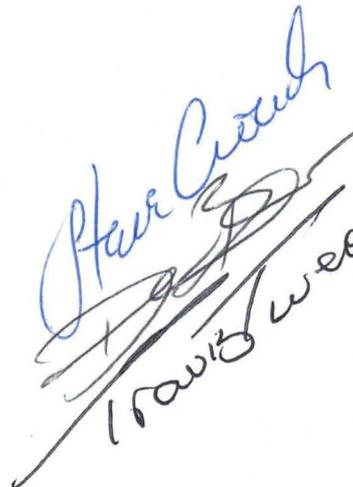
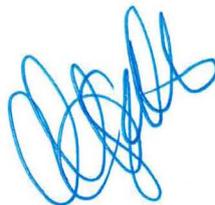
MANAGEMENT COUNTER PROPOSAL

Bargaining Unit 12

Article 17 – Post and Bid

5. Employees transferred under this provision waive any rights to claims for moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
6. This section does not preclude management from transferring employees or denying employee's transfer for verifiable security, safety, or clearly articulated operational reasons. If such an incident occurs for over 30 days, a written notification will be sent to IUOE. Upon request of IUOE, a meeting shall be held to discuss the reasons for the situation.
7. For training purposes, management may transfer an employee to a vacant position, for a period not to exceed 30-calendar days, before being required to post the position.
8. Employees who work rotating shifts and are paid bi-weekly positive payroll are excluded from eligibility under this section in bidding shifts and days off but not for changes of worksite within a work location.

When there are no bids (from the local work location as defined in Addendum 1), management may fill the vacant position consistent with section 17.2.



Steve Crouch
David Weers

MANAGEMENT COUNTER PROPOSAL

4/11/2020
3:24pm

Bargaining Unit 12

Article 17 – Post and Bid

Section – 17.2 ~~Transfer from the local~~ Post and Bid to Outside Work Locations

A. All Departments other than the Department of Transportation and Telecommunication Technician/Sr. Telecommunication Technician in Office of Emergency Services.

1. Eligible employees desiring a transfer bid to a different “work location” (See Addendum 1) within their department may apply in writing to the department on a form provided by the departments listed in Addendum 1 or the form provided in Addendum 4 for those departments not listed in Addendum 1. Such transfer bid requests shall be to permanent full-time positions in the same department within their current classification.

Eligible employees who wish to submit a transfer bid request may do so during a 30-calendar day open period, beginning on October 1 and ending on October 30 of each calendar year. Bids become effective January 1 thru December 31 of each calendar year. Transfer Bid requests shall be kept on file for 12 months.

2. Employees who work in Department of Transportation:

A notice of intent to fill the vacancy shall be posted at the work site(s) for Unit 12 employees within each local work location for a minimum of seven (7) calendar days. This notice shall include the classification, a duty statement or description of duties, assigned work areas, requisite skills and abilities of the position to be filled, the final filing date, and contact person’s name, email address and telephone number. Eligible employees interested in a posted position must indicate interest by submitting a departmental bid request form (section 17.2.A.1) to the specified contact person, by the final filing date. Eligible employees are only able to post and bid under this provision twice in one year commencing with the start date of their first post and bid position under this provision. An employee who accepts a position under this provision, and who prior to the start date of the appointment changes his/her decision to accept the position shall not be eligible to accept another position for six (6) months from the start date.

3. Telecommunication Technician/Sr. Telecommunication Technicians in the Office Emergency Services.

Vacancies for Telecommunication Technician and Sr. Telecommunication Technician classifications shall be posted Statewide (no separate posting for local or outside local). The vacancy notices will be e-mailed to all maintenance staff in the

Handwritten signature and date: Dave [unclear] 4/11/20
17010 wees

classifications. Seniority calculations will be based on continuous departmental seniority in the class. The Department reserves the right to promote eligible individuals within a shop from a valid civil service employment list, if there are no bids from employees within that shop.

B. Eligible employees for sections A.1 & A.2 are defined as:

1. Employees holding permanent full-time status in the department and in the classification of the available position. For the purpose of this section, permanent status means having successfully completed his/her probationary period in the class, and, if required, successfully completed all requirements of an apprenticeship program.
2. Employees possessing the requisite skills and abilities required of the available position. Any employee who has a sustained a formal disciplinary action, such as a Notice of Adverse Action (NOAA), ~~action or received a documented substandard review (that identifies performance expectations) in a majority of the requisite skills of their classification~~ within the last 12 months, may, at the discretion of the receiving employer, not be considered for a bid transfer under the provisions of this section.

C. The employee submitting the bid request, or, in the case of multiple requests for the same vacant position, the employee with the greatest amount of continuous departmental seniority in the class shall be selected over other employees.

1. Employees selected under the terms of this section shall have a maximum five (5) workdays in which to accept or reject a job offer. Once the five-(5) workdays have expired without response from the employee, the supervisor shall consider it a refusal of the job offer. Should the employee decline the offered position, the employer may fill the vacant position with the next senior employee. Absent additional requests, the other provisions of this article may be used.
2. If the employee accepts the transfer bid, the employee will have a maximum of 30 calendar days to report to the new work location, unless mutually agreed otherwise by the hiring supervisor. If the employee accepts the transfer bid and does not report to the new work location, on the agreed date, the employee shall not be eligible for transfer post and bid under this section for the remainder of the bid period.

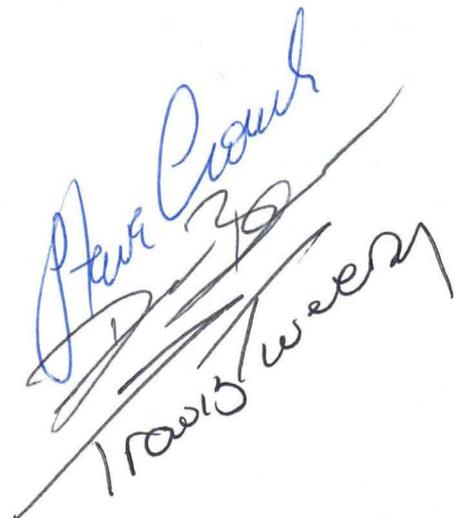
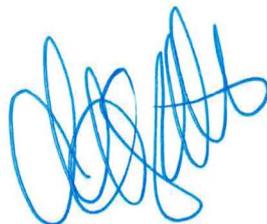
D. Employees ~~transferred~~ awarded the post and bid under this provision waive any rights to claims for moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.

E. This section does not preclude management from transferring employees or denying employee's transfer bid for verifiable security, safety, or clearly articulated operational reasons. If such an incident occurs for over 30 days, a written notification will be sent to

IUOE. Upon request of IUOE, a meeting shall be held to discuss the reasons for the situation.

- F. After the provisions of 17.2 above have been applied, the employer may offer a time-base change from permanent intermittent to permanent full-time to an employee who meets the necessary criteria for such a time-base change.
- G. When there are no employee post and bid requests ~~to be transferred~~ on file, management may fill the vacancy with any means at its disposal.
 - 1. For training purposes, management may transfer an employee to a vacant position, for a period not to exceed 30-calendar days, before being required to post the position.
 - 2. Employees who work rotating shifts and are paid bi-weekly positive payroll are excluded from eligibility under this section in bidding shifts and days off but not for changes of worksite within a work location.

When there are no bids (from the local work location as defined in Addendum 1), management may fill the vacant position consistent with section 17.2.



International Union of Operating Engineers
Locals 3, 39 & 501
and
State of California
Bargaining Unit 12

1:32pm
TA'd
6/17/2022

Union Proposal

Section 7.1 Workweek

- A. The regular workweek of permanent, full-time Unit 12 employees shall be eight (8) consecutive hours per day (consistent with section 7.6, Meal Periods), five (5) consecutive days per week.
- B. Alternate 4/10/40 and/or 9/8/80 workweeks may be established by the employer consistent with the provisions of section 7.3 of this agreement. The employing department shall meet with the Union prior to the implementation of such alternate shifts to discuss the impact of the change in workweek upon affected employees in accordance with the Entire Agreement section (Article 22) of this Contract. A 4/10/40 workweek is defined as four (4) consecutive days of ten (10) hours each. A 9/8/80 workweek is defined as a combination of four (4) consecutive nine (9) hour days in each of two calendar weeks and one (1) contiguous eight (8) hour day which is divided over two defined workweeks.
- C. Any employer-initiated workweek configuration not provided for in "A" and "B" above, may be established only upon mutual agreement of the employing department and the Union.
- D. Any existing alternate work schedules at the time of implementation of this Contract shall continue consistent with the employer's policies, procedures, and practices.
- E. Employees may request alternate workweek schedules as defined in subsections B and C of this section, and shall not be unreasonably denied. When considering alternate workweek schedules, departments shall consider staffing levels and feasibility to provide necessary services. Departments are encouraged to provide alternate workweek schedules to reduce commutes and provide employees with work-life balance. Any denials of requests for alternate workweek schedules shall be in writing and include a substantive response explaining why the request has been denied. Departments shall endeavor to provide the written denial within 15 calendar days, but no later than 30.
- F. All management-initiated workweek schedule changes continue to be subject to Article 7.4 (Change of Shift, Work Hours, and Work Week), including Article 17 (Post and Bid), when

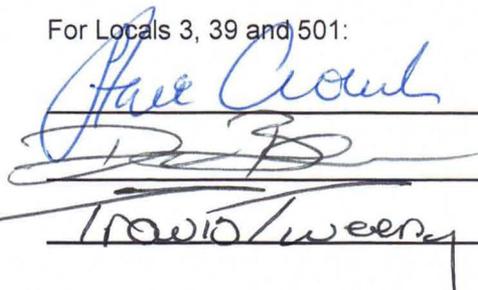
TENTATIVE AGREEMENT

For the State:



Date

For Locals 3, 39 and 501:



Date

The Union reserves the right to alter, amend, modify, add to or subtract from the foregoing proposals as may be required during the course of negotiations.

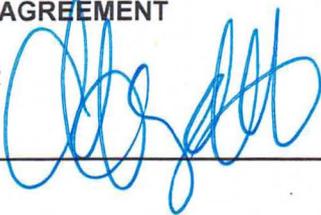
International Union of Operating Engineers
Locals 3, 39 & 501
and
State of California
Bargaining Unit 12

permanent shift changes are ordered. All employee-initiated requests will be granted, when feasible, based on requests received at the time a decision is granted. When multiple alternate workweek schedule requests are received, and not all employees may be accommodated, requests shall be granted in the order of seniority as defined in Article 17 (Post and Bid).

G. Any grievances alleging a violation of this subsections E and F of this section shall appealed up to the Board of Adjustment (BOA).

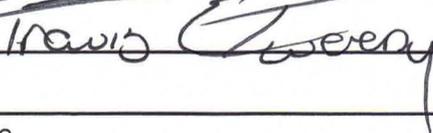
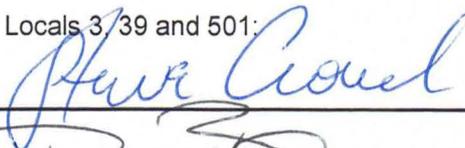
TENTATIVE AGREEMENT

For the State:



Date

For Locals 3/39 and 501:



Date

The Union reserves the right to alter, amend, modify, add to or subtract from the foregoing proposals as may be required during the course of negotiations.

International Union of Operating Engineers
Locals 3, 39 & 501
and
State of California
Bargaining Unit 12

Union Proposal #3

6/17/2020
1:34pm
TA'd

7.7 Overtime Distribution

- A. ~~Management will offer overtime to employees who have worked 40 hours before offering additional work hours to employees who have utilized leave time during the week.~~
- B. A. Supervisors shall endeavor to equally distribute overtime hours to all Unit 12 employees within a work location. Within such work areas, the employees or the Union may request management shall posting of a daily record of overtime hours offered to each employee. This record shall be kept solely for the purpose of determining equitable distribution of overtime. All departments ~~must~~ shall use the approved departmental Overtime Distribution Form. Within 60 days of ratification, the parties shall meet to update the Overtime Distribution Form.
- C. B. ~~Overtime work will be assigned to employees in the classification that customarily is assigned the work.~~ Overtime will be equitably distributed to qualified employees within the classification(s) that customarily performs the work in the assigned shop and/or crew.
- D. C. The employer shall establish a procedure that requests and utilizes volunteers to perform overtime work from among Unit 12 employees who are qualified and available within the appropriate work area. In the event there are insufficient volunteers for overtime, such overtime shall be assigned in reverse seniority. Seniority is defined as continuous time worked in the local work location.

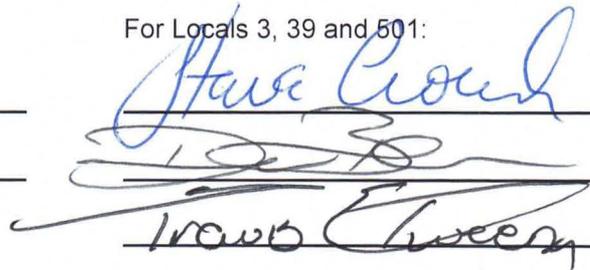
TENTATIVE AGREEMENT

For the State:



_____ Date

For Locals 3, 39 and 501:



_____ Date

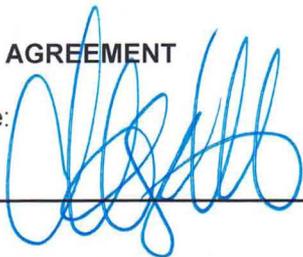
The Union reserves the right to alter, amend, modify, add to or subtract from the foregoing proposals as may be required during the course of negotiations.

International Union of Operating Engineers
Locals 3, 39 & 501
and
State of California
Bargaining Unit 12

~~E. PIA: Overtime will be equitably distributed to qualified employees within the classification that customarily performs the work in the assigned shop.~~

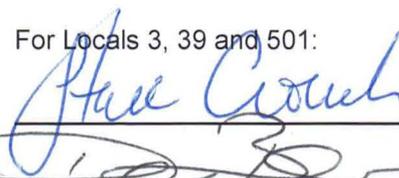
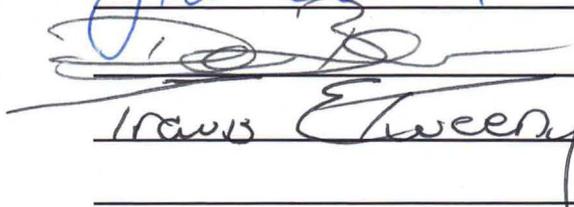
TENTATIVE AGREEMENT

For the State:



Date

For Locals 3, 39 and 501:

Date

The Union reserves the right to alter, amend, modify, add to or subtract from the foregoing proposals as may be required during the course of negotiations.

6/10/2022
2:50

Management Counter Proposal

Bargaining Unit: 12

Exclusive Representative: IUOE Locals 3, 39, and 501

Date:

TA
@
2:53

Subject: Hours of Work and Overtime Rotating Shift

8.7 Twelve Hour Shift Schedule (DWR only)

A. Notwithstanding any other provisions of Article 8, there shall be an option for a twelve (12)-hour shift with the following special work day and work shift. Upon IUOE request, a blind election will be held to determine if eighty percent (80%) of the affected rotating shift workers in that field division/POC favor the twelve (12)-hour shift schedule. If so, the twelve (12)-hour shift shall be implemented.

1. This is a twenty-eight (28) day rotating work shift comprised of twelve (12) and eight (8) hour work shifts. At least once ~~Twice~~ during each twenty-eight (28) day rotation at the appropriate time four (4) hours of paid leave credit shall be used to supplement actual work time. The employee shall designate the type of such paid leave credit from holiday, personal leave, vacation or annual leave. However, at employee option he/she may be paid only for hours worked. If the employee lacks any type of paid leave credit, he/she shall be paid only for hours worked.

Upon the request of IUOE, the Director of DWR or designee shall meet to discuss the revision of rotating shift schedules for rotating shift employees in the appropriate field division/POC. Any sessions held under this section will be consistent with the needs of the State and desires of the employees, and within the existing staffing levels and budgets. Such discussions may also include revision of the locations/facilities/areas within a Field Division for which IUOE may request an election under the provisions of subsection A above.

2. Relief Assignment priorities:

- a. Use relief employee that is on scheduled day off,
- b. Use a relief employee on shift (short change) with a minimum of eight hours notice. Failure to provide at least eight (8) hours advance notice shall result in the employee being paid one and one-half times the regular rate of pay for the shift. This does not apply to call backs or shifts extended by an order to report early or stay late.
- c. Use any other employee on scheduled day off except an employee on a seven (7) or more eight (8) day off period.

Handwritten signature: Steve Crowl
Handwritten signature: Travis Weep

d. Use an employee on a seven (7) or more ~~eight (8)~~ day off period.

3. A relief operator who is required to relieve on a scheduled 12-hour shift shall qualify for an overtime meal when the employee is required to work 2 consecutive hours prior to or two (2) consecutive hours after the shift he/she is required to relieve.

4. The supervisor may require the employee to temporarily revert to a 5/8/40 work schedule when necessary (i.e. training, jury duty, military leave or anything that would require the employee to deviate from the twelve (12)-hour shift).

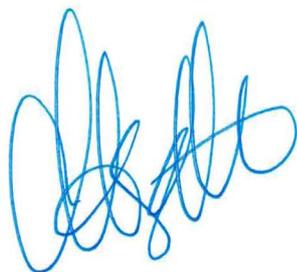
5. When an employee takes paid leave, i.e., vacation, sick leave, etc., their leave balance will be charged the number of hours that they were scheduled to work.

6. Once each twenty-eight (28) day rotation there is a string of four consecutive night shifts. The work week shall begin four hours into the fourth consecutive night shift in the schedule.

7. The Department of Water Resources reserves the right to revert back to the eight (8)-hour shift in 8.2 if in its judgment such action is necessary to maintain the operation of the State Water Project. This includes success in obtaining shift coverage. The department agrees to give affected employees and IUOE notice of its intent to cancel the program and give IUOE the opportunity to discuss this matter. If the issue is not resolved, DWR may cancel the program upon 30 days notice at conclusion of discussions.

8. Upon IUOE request a blind election shall be held to determine if eighty percent (80%) of rotating shift workers in a field division/POC wish to revert back to the eight (8)-hour shift in 8.2 A. If so, the field division will revert back to the 8-hour shift in 8.2 A.

9. If a dispute arises over twelve (12)-hour shift, an employee may grieve it in accordance with section 14 with the Board of Adjustment's decision being the final step. Any dispute involving the interpretation or application of the express terms of this subsection is not subject to arbitration procedure in section 14 of the MOU.



Steve Crow
Ira W. Tweedy

June 11 / 2:31

MANAGEMENT COUNTER PROPOSAL

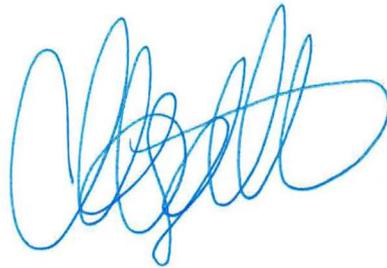
Bargaining Unit 12

Article 10 – Leaves

 Section 10.21 – Training Leave (NEW)

Upon the request of an employee and the approval by a department head or designee, the State shall grant up to three days of leave time per calendar year for Career-Related Training as defined in CalHR Rule 599.817. When the training has been determined to meet the requirements of CalHR Rule 599.817, the leave time shall be granted consistent Vacation Leave requests. This provision shall only be grieved up to CalHR and shall not be subject to arbitration.

TA @ 2:34




June 11, 2011
11/05/2011

International Union of Operating Engineers
Locals 3, 39 & 501
and
State of California
Bargaining Unit 12

1:17pm

Union Proposal

ARTICLE 15 – AWOL AUTOMATIC RESIGNATION

~~A. INTRODUCTION~~

~~Employees who are separated from State service for being absent without leave may seek review through the appeal procedure contained in this article.~~

~~B. GENERAL PROVISIONS~~

~~1. Exclusive Procedure~~

~~a. The appeal procedure contained in this article shall be the exclusive procedure under this Contract for resolving disputes regarding automatic resignations pursuant to Government Code section 19996.2~~

~~b. The employee bears the burden of proof to satisfactorily explain:~~

~~(1) Why he/she was absent;~~

~~(2) Why he/she failed to obtain leave; and~~

~~(3) That he/she is ready, able and willing to return to work or has obtained the employing department's approval for a leave of absence.~~

~~The employee may be reinstated only if he/she provides satisfactory explanation to all three criteria listed above. The employee is not entitled to back salary if reinstated.~~

~~2. Definitions~~

TENTATIVE AGREEMENT

For the State:

[Handwritten signature]

Date

1:17pm

For Locals 3, 39 and 501:

[Handwritten signature]

Date

International Union of Operating Engineers
Locals 3, 39 & 501
and
State of California
Bargaining Unit 12

- a. ~~Absence without leave, whether voluntary or involuntary, for five (5) consecutive working days is an automatic resignation from State service as defined in Government Code 19996.2~~
- b. ~~"Days" for the purposes of responses and appeals in this section means calendar days exclusive of Saturdays, Sundays, and State recognized holidays as defined in the Holidays section of this Agreement~~

~~3. Notice, Timing, Service and Contents of AWOL~~

~~a. The notice shall include:~~

- ~~(1) The last date that employee reported to work or the last date of approved leave and the dates of absence that were not approved;~~
- ~~(2) A statement advising the employee that he/she may answer orally or in writing to a representative of the appointing authority; and~~
- ~~(3) A statement advising the employee of the time within which an appeal must be filed, and the name of the person specified by the State with whom the appeal must be filed.~~

~~4. Amendment/Withdrawal of Automatic Resignations~~

- ~~a. The appointing authority may withdraw a notice of automatic resignation at any time before commencement of proceedings before the Board of Adjustment. The appointing authority may amend a notice of automatic resignation.~~
- ~~b. If the notice is amended, the appointing authority shall re-serve the employee with an amended notice of automatic resignation.~~

C. INFORMAL (COLEMAN) HEARING

TENTATIVE AGREEMENT

For the State:

For Locals 3, 39 and 501:

Date

Date

International Union of Operating Engineers
Locals 3, 39 & 501
and
State of California
Bargaining Unit 12

- ~~1. Employees shall be given an opportunity to respond, either orally or in writing, to the appointing authority within ten (10) days following service of the notice.~~
- ~~2. A final decision regarding imposition of the automatic resignation shall be served on the employee within seven (7) days following the employee's oral response, or within seven (7) days following receipt of the employee's written response, whichever is applicable.~~

~~D. FORMAL BOARD OF ADJUSTMENT APPEAL PROCESS - AUTOMATIC RESIGNATION~~

~~1. Time Limit for Filing An Appeal~~

~~Appellant notified the Union within fifteen (15) days following notice of the decision at the informal (Coleman) hearing, or fifteen (15) days following the date of service of the automatic resignation if the employee does not seek an informal (Coleman) hearing.~~

~~Failing to file an appeal within the timeframes specified in this article waives the employee's right to appeal pursuant to the terms of this agreement. If an employee or his/her representative files an untimely appeal, said appeal shall be deemed withdrawn with prejudice.~~

~~2. Where To File A Board of Adjustment Appeal:~~

~~California Department of Human Resources
1515 "S" Street, North Building, Suite 400
Sacramento, CA 95814~~

~~3. Procedure:~~

- ~~a. Once the appeal is received, Unit 12 Director sends an appeal acknowledgement and request for information to the appellant and the department which served the AWOL notice.~~

TENTATIVE AGREEMENT

For the State:

For Locals 3, 39 and 501:

Date

Date

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International Union of Operating Engineers
Locals 3, 39 & 501
and
State of California
Bargaining Unit 12

- ~~b. Appellant and serving department will be provided fifteen (15) days in which to provide all information and documentation.~~
- ~~c. Unit 12 Director will notify CalHR Labor Relations Officer of the request for Board of Adjustment and scheduled hearing time. All written documents will be provided to the CalHR Labor Relations Officer as soon as possible upon receipt by Unit 12 Director.~~
- ~~d. The AWOL Board of Adjustment will be a paper review of the documents provided. Following review of the written record, if the Board members determine that a hearing with all parties is necessary, a full Board of Adjustment will be scheduled.~~
- ~~e. The Union will provide the written decision of the Board of Adjustment to the appellant within ten (10) days of the decision.~~
- ~~f. The Board of Adjustment for automatic resignation shall be comprised of four (4) members. These are the Director of Unit 12 or designee, the CalHR Labor Relations Officer or designee, and one each Union and department representative. The Board of Adjustment shall, by majority vote, sustain or revoke automatic resignations. In the event that the Board of Adjustment deadlocks (2 to 2 vote) on an appeal of an automatic resignation, and if parties cannot resolve the tie vote, the matter can be appealed within ten (10) days in writing to the California Department of Human Resources, Statutory Appeals Unit, for hearing.~~

E. SETTLEMENTS

~~Nothing in the article is intended to preclude the parties from independently settling disputes arising from automatic resignation.~~

F. IMPLEMENTATION OF DECISION

~~When the Board of Adjustment adjudicates an appeal involving automatic resignation, the parties will implement the Board of Adjustment decision as follows:~~

TENTATIVE AGREEMENT

For the State:

For Locals 3, 39 and 501:

Date

Date

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International Union of Operating Engineers
Locals 3, 39 & 501
and
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Bargaining Unit 12

- ~~1. If the Board of Adjustment sustains the automatic resignation, the Union shall withdraw the appeal with prejudice.~~
- ~~2. If the Board of Adjustment revokes the automatic resignation, the employer shall withdraw the resignation with prejudice and reinstate the employee.~~
- ~~3. The decision of the Board of Adjustment shall be final and binding.~~

TENTATIVE AGREEMENT

For the State:

For Locals 3, 39 and 501:

Date

Date

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