Bargaining Unit 11

Tentative Agreements

7/1/08 – 6/30/10

LOCAL 1000
SEIU
Stronger Together

3:22

Union Proposal of August 22, 2008

2008 NEGOTIATIONS

Ground Rules for SEIU Local 1000 and the State of California

Master Table Articles/Sections

- ❑ PREAMBLE
- ❑ 2.1 Union Representatives
- ❑ 2.2 Access
- ❑ 2.3 Use of State Equipment
- ❑ 2.5 Use of State Facilities
- ❑ 2.6 Steward Time Off
- ❑ 2.7 Employee Time Off
- ❑ 2.8 Union Steward Protection
- ❑ 2.9 Union Information Packets
- ❑ 2.10 Orientation
- ❑ 2.11 Bargaining Unit Chair Time Off
- ❑ 3.1 Union Security
- ❑ 3.2 Release of Home Addresses: Non-Law Enforcement Employees
- ❑ 4.1 State's Rights
- ❑ 5.1 No Strike
- ❑ 5.2 No Lockout
- ❑ 5.3 Individual Agreements Prohibited
- ❑ 5.4 Savings Clause
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- ❑ 6.7 Formal Grievance – Step 1
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- ❑ 6.9 Formal Grievance – Step 3
- ❑ 6.10 Response
- ❑ 6.11 Formal Grievance – Step 4
- ❑ 6.12 Grievance Review
- ❑ 6.13 AWOL Hearing Back Pay
- ❑ 6.14 Mini-Arbitration Procedure
- ❑ 7.1 Holidays

TA'd 8/22/08 4:35pm

Brad Willis
Jacqueline McCallum
N Lyerla BU 17
La Verne Archie
Dan Kilmer BU21

8/22/08 4:35pm
Za
J Sanders

- ❑ 8.1 Vacation/Annual Leave
- ❑ 8.2 Sick Leave
- ❑ 8.4 Parental Leave
- ❑ 8.5 Adoption Leave
- ❑ 8.6 Union Leave
- ❑ 8.7 Unpaid Leave of Absence
- ❑ 8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave)
- ❑ 8.9 Catastrophic Leave - Natural Disaster
- ❑ 8.10 Release Time for State Civil Service Examinations
- ❑ 8.11 Release Time for State Personnel Board Hearings
- ❑ 8.12 Leave Credits Upon Transfer in State Service
- ❑ 8.14 Jury Duty
- ❑ 8.16 Family Medical Leave Act (FMLA)
- ❑ 8.18 Work and Family Participation
- ❑ 8.19 Paid Time Off-- Precinct Election Board
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- ❑ 9.1 Health Benefit Plans
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- ❑ 9.4 Rural Health Care Equity Program
- ❑ 9.5 Employee Assistance Program (EAP)
- ❑ 9.6 Pre-Tax of Health and Dental Premiums Costs
- ❑ 9.7 Pre-Retirement Death Continuation of Benefits
- ❑ 9.8 Joint Union/Management Benefits Advisory Committee
- ❑ 9.9 Presumptive Illness
- ❑ 9.10 Employee Injury on the Job
- ❑ 9.12 Flex/Elect Program
- ❑ 9.13 Long-Term Care Insurance Plan
- ❑ 9.15 Industrial Disability Leave (IDL)
- ❑ 9.16 Group Legal Service Plan
- ❑ 9.17 State Disability Insurance (SDI)
- ❑ 10.1 Health and Safety Commitment
- ❑ 10.2 Health and Safety Committees
- ❑ 10.3 Occupational Hazards
- ❑ 10.4 Injury and Illness Prevention Programs (IIPP)
- ❑ 10.6 Emergency Evacuation Procedures
- ❑ 10.12 Employee Restroom Facilities
- ❑ 10.21 Workplace Violence Prevention
- ❑ 10.22 Computer Work Stations
- ❑ 10.23 Independent Medical Examinations
- ❑ 10.27 Remodeling/Renovations and Repairs
- ❑ 10.28 Pest Control
- ❑ 10.29 Smoking Cessation
- ❑ 10.30 Health and Safety Grievances
- ❑ 10.X Health Promotion Activities
- ❑ 11.1 Salaries
- ❑ 11.4 Timely Payment of Wages
- ❑ 11.7 Merit Salary Adjustments (MSA)

TAH 8/22/08 4:35pm

Danxca

Sherla BU4

Brad Willis

Jacqueline McCollum

Rienna Jones BU20

N Lyerla BU 17

LaVerne Quebec 14

Don Killmer BU21

ta JS 8/22/08 4:35pm

- ❑ 11.10 Sustained Superior Accomplishment Awards
- ❑ 11.11 Union-Management Committee on State Payroll System
- ❑ 11.13 Tax Deferral of Lump Sum Leave Cash Out Upon Separation
- ❑ 12.1 Business and Travel Expense
- ❑ 12.2 Moving and Relocation Expenses
- ❑ 12.3 Parking Rates
- ❑ 12.4 Commute Program
- ❑ 12.5 Transportation Incentives
- ❑ 12.7 State Owned Housing
- ❑ 13.1 Personnel and Evaluation Materials
- ❑ 14.1 Classification Changes
- ❑ 14.2 Out-of-Classification Grievances and Position Allocation Hearing Process
- ❑ 14.3 Classification/Pay Data
- ❑ 14.6 Job Announcements
- ❑ 14.8 Contracting Out
- ❑ 15.3 Hardship Transfer
- ❑ 16.1 Layoff and Reemployment
- ❑ 16.2 Reducing the Adverse Effects of Layoff
- ❑ 16.3 Alternative to Layoff
- ❑ 16.4 Military Installations
- ❑ 16.5 Layoff Employee Assistance Program
- ❑ 17.1 First Tier Retirement Formula (2% @ 55)
- ❑ 17.2 Second Tier Retirement Plan
- ❑ 17.4 State Safety Retirement
- ❑ 17.7 Enhanced Industrial Retirement
- ❑ 17.8 Employer-Paid Employee Retirement Contributions
- ❑ 17.10 1959 Survivor's Benefits – Fifth Level
- ❑ 18.1 Permanent Intermittents (PI)
- ❑ 19.5 Set Up/Shut Down Time
- ❑ 19.10 Work In Multiple Time Zones
- ❑ 19.11 Call Back Time
- ❑ 19.12 Standby Time
- ❑ 24.1 Entire Agreement
- ❑ 24.2 Duration
- ❑ Side Letter #1 – Golden Handshake
- ❑ Side Letter #3 – Domestic Partner
- ❑ Side Letter #4 – Access Agreement
- ❑ Addendum I – Time Off for Victims of Domestic Violence

TAd 4:35pm 8/22/08

Brad Willis

Jacqueline McCallum

Rhonda Jones BU 20

N Lyerla BU 17

LaVerne Jackie unit 14

Don K Mann BU 21

ta
JS 8/22/08
4:35pm

Management Proposal

Bargaining Unit: **All Units** **Date:**_____

Exclusive Representative: **SEIU, Local 1000**

Subject: Furlough 2/13/9

ARTICLE New Mandatory Personal Furlough Leave Program

A) Effective with the February 2009 pay period and ending June 30, 2010, full time bargaining unit employees shall be subject to a Mandatory Personal Furlough Leave Program (MPFLP) eight (8) hours per month in the manner outlined below:

1. Effective with the February 2009 pay period, each full time employee's monthly pay shall be reduced by 4.62%. However, salary rates and salary ranges shall remain unchanged. Each full-time employee shall continue to work his/her assigned work schedule.

2. Each full time employee shall be credited with eight (8) hours of MPFLP time on the first day of the following monthly pay period each month for seventeen (17) months. The MPFLP leave credits shall be credited to the employee's MPFLP leave balance.

3. Employees will be given maximum discretion to use the MPFLP time subject to operational considerations. Use of deferred MPFLP time off is subject to supervisory approval, except that appointing powers shall ensure that all MPFLP time off is scheduled and taken prior to July 1, 2012. MPFLP time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of MPFLP time must be submitted in accordance with departmental policies on vacation/annual leave. ~~Appointing powers may order employees to take MPFLP time off to meet the intent of this section~~. MPFLP time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8 (Leaves).

4. ~~Time during which an employee is excused from work because of MPFLP time usage shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.~~ *

4. ~~5.~~ MPFLP time may not be cashed out at any time, nor may it be "carried over" beyond July 1, 2012. However, MPFLP may be used in lieu of sick leave.

B) This MPFLP shall not adversely affect an employee's service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision, benefits, or the flex-elect cash option.

C) Compensation for purposes of retirement and death and disability benefits shall not be affected by the MPFLP and shall be based on the unchanged salary rate that would have been credited had the employee not been in the MPFLP.

D) Service calculation for purposes of retirement allowances for employees participating in the MPFLP shall be based on the amount of service that would have been credited had the employee not been in the MPFLP.

* Deleted with understanding its covered by "basic" contract protections

TA 2/13/9 9:07 pm

Management Proposal

CT MPFLP New pg 2

E) The MPFLP reduction shall not affect transfer determinations between state civil service classifications.

F) Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined consistent with the employee's time base consistent with the chart in Article 7.

G) Seasonal employees are not subject to the MPFLP.

H) Dispute regarding the denial of the use of MPFLP time may be appealed through the grievance procedure. Other dispute arising from this MPFLP section may be appealed through the grievance procedure, except that the decision by the Department of Personnel Administration shall be final and there may be no further appeals.

TC 1819 3 FEB09 BU 14

~~I) If there is a significant decrease in revenues which cause the Governor to proclaim a fiscal emergency under Proposition 58, resulting from either the failure of the Lottery Modernization Act to be approved by the voters or further deterioration of the economy, the Governor retains the authority to implement additional furloughs beyond those recognized in this MOU in accordance with Government Code section 3516.5.~~

I) ~~J)~~ All Permanent Intermittent employees and Special School employees who are subject to the State Special Schools 10-Month compensation agreement shall be subject to the proration of salary and MPFLP credits pursuant to the below chart.

Hours Worked During Pay Period	Salary Reduction In Hours	MPFLP Credit
0 - 10.9	0	0
11 - 30.9	1	1
31 - 50.9	2	2
51 - 70.9	3	3
71 - 90.9	4	4
91 - 110.9	5	5
111 - 130.9	6	6
131 - 150.9	7	7
151 or over	8	8

J) ~~K)~~ As it relates to employees in Bargaining Unit 3, this Article shall be applied consistent with the Addenda to this Article applicable to Bargaining Unit 3 employees by CDCR-DAI, CDCR-DJJ and CDE.

K ~~N.~~ Employees on SDI, IDL, EIDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Mandatory Personal Leave Program for that month. ~~Participation in the MPLP shall not affect eligibility in FMLA per Article 8.16.~~

MANAGEMENT PROPOSAL

Bargaining Unit: All

Exclusive Representative: SEIU

Subject: No Layoff

2/13/9
TA 9:07pm

ARTICLE ___

No Layoffs

In consideration of savings achieved through the furlough program, there shall be no layoffs of employees in any SEIU bargaining unit during the term of the furlough period except as indicated below.

To accomplish the objectives of this provision the state will use SROA, surplus lists, directed placements, or any other means at its disposal to ensure maximum placement opportunities for displaced employees. This includes offers of placement to a position outside his or her job classification for which he or she possesses the necessary qualifications, background, or demonstrated experience to perform the job, consistent with SPB transfer rules.

An employee who is offered a job placement and who rejects it, is subject to layoff. Offers of job placements at a salary range more than ten percent (10%) below an employee's current salary range or more than fifty (50) miles from their current job location shall not subject an employee to layoff. Maximum effort will be made to keep employees within the same geographic area.

Exceptions to the no layoff provision are:

- Closures such as departments, entire programs, facilities or offices

This No Layoff section of the MOU shall sunset on June 30, 2010.

SEIU T/A

LOCAL 1000
SEIU
Stronger Together

State's Counter

~~SEIU Local 1000 Proposal~~

Master Table
February 13, 2009

TA 2/13/9 9:07 pm

Contract Protection

A. If any other State bargaining units enter into an agreement that provides an economic package of greater value than that provided to Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21, then SEIU, as the exclusive representative, may reopen related economic provisions of its MOU and meet and confer in good faith with the State over similar or equivalent increases to be provided to SEIU members.

B. The terms of this article shall only apply to immediate successor agreements of bargaining units that do not have a current MOU. This provision does not apply to any MOU term and condition of employment currently in effect.

State proposing the following:

C. Should the Legislature amend or enact any provision of law that allows the State to exclude leave from counting as time worked for purposes of determining the number of hours worked in a work week, that provision to the extent that it may be in conflict with this MOU, shall not be superseded by any provision of the MOU. Any and all MOU sections or past practices that conflict with this new provision of law shall immediately be superseded without further action.

SEIU T/A
Margarita Maldonado #4
Unit 14
Ronna Jones BUZ
Bridgewater UNIT 11
B021
A Cavanaugh UA
Terrace BUZ
Tom B 4-15

11:30 Am
passed
8/29/08

Management Proposal

Bargaining Unit: Common Table

Exclusive Representative: SEIU

PREAMBLE ~~(Excludes Unit 14 and 17)~~

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

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

Ta'd 8/29/08 3:46pm

TA'd 8/29/08 3:46 p

Daniel J. Ruiz
Brad Willis
Jay Patrick
Roby
Marjorie Maldon
Terry Lawhead
Ronald Overbow

TA'ed 8/29/08 3:46 p
Bargaining Unit 17
N Lyerla
K Cowart
D Bradford BU17
BU17
BU17

9/25/08 page 125

TA 11:00 A

LOCAL 1000 SEIU Stronger Together

UNION PROPOSAL

Bargaining Unit: Unit 11

Date: 9/25/08

10:59am

Article and Section No.: 1.1 **Proposal No.: 2**

The Union proposes ~~no changes~~ the following changes be made to the following section:

1.1 Recognition

A. (Unit 11) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-11, 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 Engineering and Scientific Technician Bargaining Unit, hereinafter referred to as Unit 11. Unit 11 consists of all employees in the job classifications listed by title in the salary schedule ~~Appendix "G"~~ attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 11 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 Personnel Administration (DPA) 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.

11:00am

TA 9/25/08

Jan Trontman Poole

Brad Willis

Chris Banyet

11:00am 9/25/08

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.

Jean Troutman Poole 9/25/08

Brooklyn Weis

Chris Bangert

Kitty Pondlock

Brad Willis

[illegible]

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

CT 9/13/09 9:07 A TA

Article and Section No.: 2.1

The Union proposes the following changes be made to the following section:

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 Governmental Claims Board;
5. Matters pending before the State Personnel Board (SPB);
6. AWOLs and appeals to set aside resignations;
7. Discussions with management regarding denials of reasonable accommodation;
8. The DPA 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.

CT 2.1 p2.

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, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the DPA step of the grievance procedure.

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

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

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date: _____

CT 2/13/09 9:07p TH

Article and Section No.: 2.2 **Package Proposal**

The Union proposes that no changes be made to the following section:

2.2 Access

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

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

UNION
[illegible] BU20
Brad Willis BU 11
[illegible] Bu 14
Margaret Maldonado BU01
Terry Lawhead BU 21
N Lyerla BU 17
[illegible] BU15
[illegible] #3
[illegible] unit 14
[illegible] #4
[illegible] U-15

Management Proposal

Bargaining Unit: SEIU Common Table DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 2, Section 2.3

2.3 Use of State Equipment ~~(Excludes Unit 21)~~

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 ~~and 2.1.17~~, 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.

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

Ta'd 6/17/08 11:32 a.m. J Sanders

TA 11:32 6-17-08

Ralph Hawkins unit 1
Richard Jones BU 20
Terry Lawhead U21
Albert [illegible] BU 14
Connie J Kabeary BU 11
Francis Pass BU 4
Robert Sheiles BU 5
[illegible] BU 3
[illegible] BU 17

12:37 6/23/08 page 4/9

UNION PROPOSAL
Bargaining Units: Unit 11
June 23, 2008

Article and Section No.: 2.4 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

2.4 Distribution of Union Information

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

TA 6/23/08

Brad Willis

TA 6-23-08 BU 11

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

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

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

TA 6/23/08

TA 6-23-08
Connie Kaheany
BU 11
Bl
JT-8
Brad Wells

2:35
6/9/08

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 9, 2008

Article and Section No.: 2.5 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

2.5 Use of State Facilities

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

TA'd 4:28 6/09/08

Chair BU3

Robyn Sherles
Chair BU 15

Terry Lawhead
Chair U.21

Rianna Jones CHAIR UNIT 20

Margaret Meldre

Connie Kuheany

Nancy L Lyerla BU 17

Lag Parker #4

TA 4:28

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

CT
2/13/09
9:07p
TA

Article and Section No.: 2.6 **Package Proposal**

The Union proposes the following changes be made to the following section:

2.6 Steward Time Off

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with section 2.1(A)~~,~~ ~~2.1.17(B), and 2.1.21(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.

UNION
Brad Willis BU11
Margarita Maldonado BU01
Terry Kawhead BU21
N Lyerla BU17
Roby Charles BU15
Daxca #3

from DPA
Holiday Inn

MANAGEMENT PROPOSAL

Bargaining Unit: **Date:** 6-10-08 11:07

Exclusive Representative: SEIU

Subject: Article 2

The State proposes that the language below apply to all SEIU, Local 1000 bargaining units.

The State proposes no changes to the following 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 T/A 6/10/08

Margaret Maldel U1
N Lyerla BU 17
Connie Kaheany BU #11
[illegible] #4
[illegible] BU 14
Rhonda [illegible] BU 20
Terry Lawhead U21
[illegible] BU 3

10:07
tab'd
J Sanders

MANAGEMENT PROPOSAL

CT 2/13/09
9:07 P
TA

Date:_____

Exclusive Representative: SEIU

Subject: Article 2

The State proposes that the language below apply to all SEIU, Local 1000 bargaining units.

The State proposes the following changes be made to the following 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.

Ralph Ramsey BU20
A R Trage UNIT 14
Brad Willis UNIT 11
Jay Parker #4
N Lyerla BU17
Joseph Meldrum BU01
Margaret Meldrum BU01
Terry Lawhead U21
Dennis U3

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 10, 2008

6/10/08
12:18

Article and Section No.: 2.9 **Proposal No.: 1**

The Union proposes the following changes be made to the following section:

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.

~~A. The packet of information provided by SEIU Local 1000 shall include a pre-addressed, stamped postcard that the employee may use to notify SEIU Local 1000 of a new appointment.~~

To Sanders
10:22am
6/17/08

TA'd 10:22
6-17-08
BU3
BU15
BU11
BU4
BU14
BU21
BU20
BU02

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date: _____

CT 2/13/09 9:07p TA

Article and Section No.: 2.10 **Packaged Proposal #4**

This Union proposes the following changes be made to the following section:

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) ~~fifteen (15)~~ 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) ~~fifteen (15)~~ 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.

10:29 AM
06/17/08

Management Proposal

Bargaining Unit: SEIU Common Table **DATE:**_____

Exclusive Representative: SEIU

Subject: Article 2, Section 2.11

2.11 Bargaining Unit Negotiating Committee Member ~~Chair~~ Time Off ~~(Excludes Unit 21)~~

The appropriate bargaining unit chair, ~~or~~ vice chair, or a designated negotiating committee member, not ~~both~~ all, shall suffer no loss in his/her regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

4:36 pm
6/20/08
JSanders
ta

TA'd

[illegible] BU3
[illegible] Sheeles BU15
N Lyerla BU17
[illegible] BU1
Connie Kaleany BU11
Terry Lawhead BU21
[illegible] #4
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N Lyerla BU17

2:35
6/9/08

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 9, 2009

Article and Section No.: 3.1 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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:

TA'd 4:30 6/9/08

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

BU3
BU 15
BU 21
CHAIR UNIT 20
Lay Parker #4
Connie Kabecay BU 11

Ta'd 4:30 J Sandos

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.

TA'd 4:30 6/9/08
CLF U3 [illegible] Margaret [illegible]
[illegible] BU 15 Connie Kabeary BU 11
Hawhead BU 21 N Lyerla BU 17
Rianna Jones CHAIR UNIT 20 [illegible] #4

Management Proposal

Bargaining Unit: SEIU Common Table DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 3, Section 3.2

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 3.2.17.17 for Unit 17 and 3.2.21 for Unit 21.

3.2 Release of Home Addresses: Non Law Enforcement Employees ~~(Excludes Unit 17 and Unit 21)~~

A. Home Addresses – Generally
   1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
   2. Notwithstanding any other provision of this Contract, any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on a form provided by the State.

B. Home Address Withholding
   The State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

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

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

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

Ta'd 11:33 a.m. J Sanders 6/17/08

TA'd 11:33 6/17-08 Francis Pass - BU 4 Ralph Hawkins Unit 1 Roy Theles BU 15 Ronald Jones - BU 20 Terry Lawhead U 21 Jessica BU 3 Bu 4

CT-3.2 pg2

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 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.

Ralph Hawkins unit 1
Richard Jones BU20
Terry Lawhead U21
Connie J Kalberry BU11
Francis Pass BU 4
Roby Sherle BU 15
Denseca BU3
Nancy Lyerla BU 17

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11:33
6-17-08

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

CT 2/19/09 9:07 P TA

Article and Section No: 4.1 **Package Proposal**

The Union proposes the following changes be made to the following section:

4.1 State's Rights

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

~~A.~~ 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 employees who are similarly situated.

UNION
Brad Willis BU 11
Margot Malden BU 01
Terry Rawhead BU 21
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Roby Sheeles BU 15
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~~B.~~ C. This article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the rights of State civil service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

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Ronna Green BU20
Brad Willis BU11
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Margaret Maldonado BU01
Terry Lawhead BU21
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SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

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Article and Section No: 5.1 **Package Proposal**

The Union proposes that no changes be made to the following section:

5.1 No Strike

A. 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.

B. 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.

UNION
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Bu 14
Bu 21
Terry Lawhead
N Lyerla BU 17
#4
Shirles BU 15
#3
unit 14

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UNION PROPOSAL

Bargaining Units: All

Date _____

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Article and Section No: 5.2 **Package Proposal**

The Union proposes that no changes be made to the following section:

5.2 No Lockout

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

UNION

LOCAL 1000
SEIU
Stronger Together

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6/9/08

UNION PROPOSAL
Bargaining Units: All
June 9, 2008

Article and Section No: 5.3 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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.

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Terry Lawhead BU21
Rionna Jones CHAIR UNIT 20
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Connie Kaberry BU11
N Lyerla BU 17
Lay Parker #4

Ta'd 4:33
J Sanders

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6/9/08

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 9, 2008

Article and Section No: 5.4 **Proposal No.: 1**

The Union proposes no changes be made to the following section:

5.4 Savings Clause

Should any provision(s) of this Contract be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

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N Lyerla BU 17
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SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
Date _____

Article and Section No: 5.5 **Proposal No.: 3**

The Union proposes no changes to the following section:

5.5 Reprisals

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

TA'd 9/16/08 4:07

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J Sanders
9/16/08
4:07pm

Denneda
Jay Parker #4
Bu #4
Myrel Cordova #21
Brad Willis Bu 11
Bu 17
Rianna Fuller BU 20
Lowell Landowski
Unit 1

9/19/08
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Page 118.5

LOCAL 1000
SEIU
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UNION PROPOSAL
Bargaining Units: Units 11
June 23, 2008

Article and Section No: 5.6 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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.
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).

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Brad Willis UNIT 1
[signature] 9/19/08
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2. Step Increases

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19829	Requires DPA to establish minimum and maximum salaries with intermediate steps.
19832	Establishes annual MSAs for employees who meet standards of efficiency.
19834	Requires MSA payments to qualifying employees when funds are available.
19835	Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.
19836	Provides for hiring at above the minimum salary limit in specified instances.
19837	Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

3. Holidays

19853	Establishes Holidays
19854	Adds Personal Holiday

4. Vacation

19856	Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
19856.1	Allows DPA to establish rules for vacation accrual for absences of ten days or less.
19858.1	Establishes vacation earning rate.
19863	Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

9/19/08

19991.4	Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

19859	Defines amount earned and methods of accrual for full-time and part-time employees.
19861	Allows DPA to establish rules for sick leave accrual for absences of ten days or less.
19862	Allows for accumulation of sick leave.
19863	Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.
19863.1	Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
19864	Allows DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
19866	Allows rules to allow sick leave accumulation for non-civil service employees.
19991.4	Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Uniforms, Work Clothes, and Safety Equipment

19850	Definitions

9/19/08

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

7. Industrial Disability Leave (IDL)

19869	Defines who is covered.
19870	Defines "IDL" and "full pay."
19871	Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
19871.1	Provides for continued benefits while on IDL.
19872	Prohibits payment of temporary disability or sick leave pay to employees on IDL.
19873	Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
19874	Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
19875	Requires three-day waiting period, unless hospitalized or disability more than 14 days.
19876	Payments contingent on medical certification and vocational rehabilitation.
19877	Authorizes DPA to adopt rules governing IDL.
19877.1	Sets effective date.

8. Non-Industrial Disability Insurance (NDI)

9/19/98

19878	Definitions.
19879	Sets the amount of benefits and duration of payment.
19880	Sets standards and procedures.
19880.1	Allows employee option to exhaust vacation prior to NDI.
19881	Bans NDI coverage if employee is receiving unemployment compensation.
19882	Bans NDI coverage if employee is receiving other case payment benefits.
19883	Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
19884	Filing procedures; determination and payment of benefits.
19885	Authorizes DPA to establish rules governing NDI.

9. Life Insurance

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

10. Health Insurance

9/19/08

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

11. Workweek

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

12. Overtime

19844	Directs DPA to establish rules regarding cash compensation time off.
19848	Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
19849	Requires DPA 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

9/19/08

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

15. Travel Expenses

19820	Provides reimbursement of travel expenses for officers and employees of the State on State business.
19822	Provides reimbursement to State for housing, maintenance, and other services provided to employees.

16. Leaves of Absence

19991	Allows release time for civil service examinations
19991.1	Allows leave without pay, not to exceed one year, assures right of return.
19991.2	Allows the appointing power to grant a two-year leave for service in a technical cooperation program.
19991.4	Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.
19991.6	Provides one year of pregnancy leave or less as required by a permanent female employee.

17. Performance Reports

9/19/08

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 DPA rule.

18. Involuntary Transfers

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

19. Demotion and Layoff

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

9/19/08

efficiency is combined with seniority to determine order of layoff.

19997.8	Allows demotion in lieu of layoff.
19997.9	Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
19997.10	An employee displaced by an employee with return rights may demote in lieu of layoff.
19997.11	Establishes reemployment lists for laid-off or demoted employees.
19997.12	Guarantees same step of salary range upon recertification after layoff or demotion.
19997.13	Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
19998	Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.
19998.1	State restriction on appointments.

20. Incompatible Activities

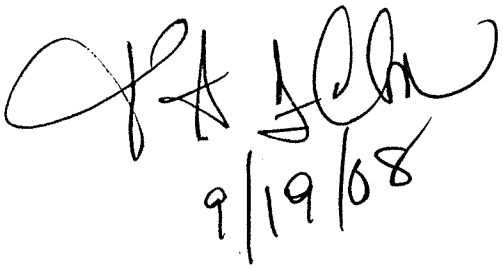
19990	Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

9/19/08

21. Training

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological, or management-initiated changes.

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



LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date: _____

CT 2/13/09
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Article and Section No: 5.7 **Packaged Proposal**

The Union proposes the following changes be made to the following section:

5.7 Non-Discrimination

A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, gender expression, gender identity, political affiliation, or physical or mental disability consistent with applicable State and Federal law.

B. At the employee's discretion, allegations of discrimination or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, or may be appealed to the SPB through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC). 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 procedure ~~in article 6~~.

3:31 PM
09/23/08

MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table **DATE:** _____

Exclusive Representative: SEIU

Subject: Article 5, Section 5.8

The State proposes no changes to the language below apply to all SEIU, Local 1000 bargaining units.

ARTICLE 5 – NON-DISCRIMINATION

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, or may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or 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 procedure in Article 6.

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Fonseca
Charles U-15 Chair
N Lyerla BU 17
Brad Willis BU 11
Allen Taylor BU 14
Margaret Molda U1
J Rowhead BU 21

Ta
J Sanders
11/18/08
2:15 pm

MANAGEMENT PROPOSAL

CT 2/13/09 9:07p
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8/29/08 TA

Bargaining Unit: Date: 8/

Exclusive Representative: SEIU

Subject: Article 5, Section 9

The State proposes the following language changes for all Bargaining Units:

5.9 Joint Labor Management Committee on Discrimination (JLMCD)

A. Upon the request of the State Personnel Board (SPB), the JLMCD will meet to discuss the committee recommendations from the December 2000 and November 2003 JLMCD Reports, submitted to the SPB, relating to maintaining a discrimination-free State workplace.

B. The committee will consist of five (5) Union representatives who will represent SEIU Local 1000 and five (5) State representatives. Selected members shall be representative of groups protected by the Federal and State civil rights legislation.

C. ~~Following~~ If a meeting is convened by the SPB, the JLMCD shall meet to discuss requests made of the JLMCD by SPB. The State agrees that the Union representatives will be permitted eighty (80) hours of release time during the ~~twelve (12) months following ratification~~ term of this Contract to serve and participate on the committee without a loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

Jack Chapman

Bud Willis Unit 11
Jay Parker #4
N Luerla BU 17
Margy Maldonado BU 8
J. Lawhead BU 21

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date: _____

CT 2/13/09 9:07p TA

Article and Section No: 5.10

The Union proposes the following changes be made to the following section:

5.10 Labor/Management Committees

~~Upon mutual agreement of the department head or designee and the Union, a labor/management committee may be established to address specific or ongoing issues.~~

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. ~~Such committees may be~~ An established JLMC shall adhere ~~according~~ to the following guidelines:

1. The ~~committees~~ JLMC will consist of equal reasonable numbers of management representatives selected by the department head or designee and Union representatives selected by the Union.

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

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3. ~~Labor/management committee~~ JLMC meetings shall not be considered ~~C~~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.

11:30AM passed 8/29/08

Management Proposal

Bargaining Unit: Common Table

Exclusive Representative: SEIU

5.11 Dignity Clause ~~(Excludes Unit 17)~~
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 process a complaint up to the department head or designee.

TA'd 8/29/08 3:46

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Bargaining Unit 17
N Lyerla

Bu 17

Bu 17

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
Date: _____

CT 2/13/09 9:07p TA

Article and Section No: 5.12

The Union proposes the following changes be made to the following section:

5.12 Upward Mobility Program ~~Joint Labor/Management Committee~~

~~A. The State and the Union agree to continue the Joint Labor/Management Committee on Upward Mobility to assist departments in complying with their upward mobility requirements.~~

~~B. The Joint Labor/Management Committee on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by DPA and four (4) Union members selected by the Union who will represent all SEIU Local 1000 bargaining units. The committee shall be co-chaired by one of the Union's representatives, along with a co-chair representing the State.~~

~~C. At the request of the Union, the committee will meet quarterly. Members of the committee will be granted state release time for all committee meetings.~~

~~D. The committee will develop a handbook identifying outside funding sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility. The committee may also include internal state sources for career training opportunities.~~

Jaler Chapman

Rob Kanna Jane BU20 Broad Willis UNIT 11 Larry Dabrowski #4 N Lyerla BU17 Janet B 475 Margaret Moeller BU11 J Lawhead BU21 Deneca U3

P2 5.12 CT

E. Each department shall establish and maintain an upward mobility program consistent with SPB 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 SPB regulations.

LOCAL 1000
SEIU
Stronger Together

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UNION PROPOSAL

Bargaining Units: All
Date: _____

Article and Section No: 5.X

The Union proposes the following new section:

5. X 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 Personnel Administration (DPA) 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 DPA. The Co-Chairs of the Committee shall be one individual selected by the Union and one individual selected by the DPA. 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. DPA shall encourage departments to use the mutually agreed upon policy and make it available to all departments.

N Lyerla BU 17
J Lawhead BU21
Denseca U3

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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.

Ronna Smith BU20 unit 14
Brad Willis UNIT 11
Jay Parker #4
N Lyerla BU17
Jarrett B U-15
Margaret Maldonado BU21
Lawhead BU21
Dawreca U3

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Bargaining Units: All
Date: _____

2/13/09 CT
9:07 p
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Article and Section No: 5.XX

The Union proposes the following new section:

5. XX Joint Labor/Management Committee – State Human Resources Modernization Project

The Union and the State agree to establish a Joint Labor/Management Committee (Committee) to discuss and provide recommendations to the Union and the State concerning the Human Resources Modernization Project (Project) and its potential impact on employees.

Topics of discussion may include:

- Workforce Planning
- Classification
- Compensation
- Recruitment/Selection
- Performance Management

The Committee shall consist of ten (10) members, five (5) selected by the Union and five (5) selected by the State. Each party shall select an individual to serve as co-chair. The Committee by mutual agreement shall determine its meeting schedule, ground rules and

Margaret Mallory BU 21
Brad Wells UNIT 11
N Lyerla BU 17
Janet Jones U-15
Larry Parker #4
Unit 14
J Lawhead BU 21
A Moreca BU 3

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agenda and shall commence meeting as soon as possible after ratification of this Contract, and shall meet at least monthly thereafter.

Employees shall suffer no loss in compensation for serving on the Committee.

It is not the intent of this section to limit the ability of the State and the Union to otherwise address particular issues concerning areas generally falling within this section.

This Section is subject to and does not supersede the provisions of Articles 14.1 Classification Changes and 24.1 Entire Agreement.

TA
12:38 A 1/25/09
Page 190.5

Management Proposal

Bargaining Unit: 11

Exclusive Representative: SEIU, Local 1000 **Date : January 24, 2009**

Subject: 5.X Joint Labor Management Committee

ARTICLE 5.X

The purpose of the Joint Labor Management Committee (JLMC) shall be to provide a forum for SEIU Local 1000 Unit 11 and management from California Department of Transportation, Department of Water Resources, Water Resources Control Board and Air Resources Control Board, and a representative from the Department of Personnel Administration to meet quarterly to discuss issues of concern to the Architectural and Engineering members of the union. These issues shall include but not limited to training and upward mobility and work concerns. Issues discussed shall not be within the scope of bargaining.

The committee shall meet at a minimum of at least once per quarter. The State and the union shall each be entitled to select a maximum of five (5) representatives. The State and Union shall each select its own representatives. No more than two (2) Union representatives shall be from the same department. The Co-Chairs of the Joint Committee shall be one individual selected by the union and a Department of Personnel Administration representative. The Co-chairs shall agree on an agenda fourteen (14) calendar days in advance of the meeting. The Joint Committee shall by mutual agreement determine the meeting schedule and the ground rules. Once an issue has been discussed it shall not be the topic of a subsequent meeting except with management concurrence.

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

TA @ 12:38am
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Jan Troutman Poole
John [illegible]
Bruny Nieves
Brad Wilk
George E. Cornell Jr.
[illegible] 1/25/2009

TA
12:38AM
1/25/09
Debbie Tree

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2/13/09 CT
9:07 P
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Article and Section No: 6.1 **Packaged Proposal #5**

The Union proposes that no changes be made to the following section:

6.1 Purpose

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

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

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A Jerry Unit 14
Brad Willis Unit 11
Jay Parker #4
N Lyerla BU 17
Jane B U-15
Margaret Maldonado BU 21
J Rawhead BU 21
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John Chapman

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Bargaining Units: All
Date: _____

2/13/09 TA
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Article and Section No: 6.2

Packaged Proposal #4

The Union proposes the following changes be made to the following section:

6.2 Definitions

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

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

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

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

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 attempt to settle the grievance.

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Bargaining Units: All
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Article and Section No: 6.3 Packaged Proposal #5

The Union proposes that no changes be made to the following section:

6.3 Time Limits

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

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Article and Section No: 6.4 **Packaged Proposal #5**

The Union proposes that no changes be made to the following section:

6.4 Waiver of Steps

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

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CT TA

Article and Section No: 6.5

The Union proposes the following changes to the following section:

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. ~~may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a Union steward, or both, may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step.~~

Rod Kinnaman BU20
A R Trust 14
Brad Wilson UNIT 11
Jay Parker #4
N Lyerla BU17
Janet B U75
Margaret Maldonado BU21
Shawhead BU21
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John Clayton

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Article and Section No: 6.6 Packaged Proposal #5

The Union proposes no changes to the following section:

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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Bargaining Units: All

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Article and Section No: 6.7

The Union proposes the following changes be made to the following section:

6.7 Formal Grievance – Step 1

A. If an informal grievance is not resolved to the satisfaction of the grievant, a A formal grievance may be filed no later than thirty (30) ~~twenty-one (21)~~ 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.

C. Within thirty (30) ~~twenty-one (21)~~ 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 ~~grievance~~. A copy of the written response shall be sent concurrently

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to SEIU Local 1000 headquarters by the department head or designee.

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

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Article and Section No: 6.8 **Packaged Proposal #4**

The Union proposes the following changes to the following section:

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) ~~twenty-one (21)~~ calendar days after receipt to the department head or designee.

B. Within thirty (30) ~~twenty-one (21)~~ calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to SEIU Local 1000 Headquarters.

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Article and Section No: 6.9 Packaged Proposal #5

The Union proposes no changes be made to the following section:

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 DPA 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 DPA or designee shall respond in writing to the grievance.

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Article and Section No: 6.10 Packaged Proposal #5

The Union proposes no changes be made to the following section:

6.10 Response

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

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Article and Section No: 6.11

The Union proposes the following changes be made to the following section:

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) ~~thirty (30)~~ calendar days after the request to select an arbitrator has been served, the Union may request the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators. Within fifteen (15) calendar days after receipt of the panel of arbitrators from the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have ten (10) business days to meet and alternately strike names until only one name remains and this person shall be the arbitrator.

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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.

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Article and Section No: 6.12 **Packaged Proposal #4**

The Union proposes the following changes be made to the following section:

6.12 Grievance Review

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

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Article and Section No: 6.13 **Packaged Proposal #5**

The Union proposes that no changes be made to the following section:

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 DPA, 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.

Rob Kennedy BU20
Unit 1
Brad Wilkes UNIT 11
Jay Baker #4
N Lyerla BU 17
Janet B U-15
Margaret Maldonado BU21
J Lawhead BU21
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Article and Section No: 6.14

The Union proposes that no changes be made to the following section:

6.14 Mini-Arbitration Procedure

The parties agree to participate in a pilot program of an expedited (mini) arbitration process. The pilot program shall begin ninety (90) days after reaching a tentative agreement and continue for one year, after which it shall terminate unless extended by mutual agreement. The parties shall meet after reaching a tentative agreement to determine the procedures necessary to implement this pilot program.

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 this process shall be used at least four (4) times during the pilot period.

B. The arbitrator shall be mutually selected by the parties; if the parties cannot agree upon an arbitrator, the parties shall request the State Mediation and Conciliation Service to furnish a list of nine (9) arbitrators. The parties shall alternately strike names until one arbitrator remains.

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

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1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.
2. Prior to the arbitration, the parties must mutually agree to the questions to be placed before the arbitrator or the case will not proceed through this section.
3. Only the grievant, his/her union representative, appropriate steward, and one witness and no more than four (4) management representatives may appear at the hearing. Each party will designate no more than two (2) spokespeople per case to make an oral presentation.
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. Only the arbitrator may ask the other side questions and each side waives the right to cross-examine the other. There shall be no stenographic record or transcripts.
5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.
6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, or any agreements supplementary thereto, but shall limit the decision to the application of the Contract to the facts and circumstances at hand.

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

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

BU20
unit 14
Brice Willis UNIT 11
#4
N Lyerla BU 17
BU 21
Margaret Maldonado BU 21
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Article and Section No: 7.1

The Union proposes the following changes be made to the following section:

7.1 Holidays

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

B. Effective March 1, 2009, ~~H~~holidays shall include January 1, the third Monday in January, ~~February 12~~, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, ~~the second Monday in October~~, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:

1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
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.

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 three (3) ~~one~~

personal holidays ~~time~~ per fiscal year. 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. When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If an employee is required to work on an observed holiday, the employee shall be compensated at a premium rate in accordance with paragraph G, I or J below.

G. When a full-time employee in WWG 2 is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and one and one-half (1-1/2) 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.

H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.

I. WWG E or SE Employees: When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.

J. Part-time employees in WWG 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph K below, and one and one-half the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion.

K. Employees in WWG 2 who are required to work overtime on a holiday shall be paid for all hours worked in excess of forty (40) hours in a regular workweek in accordance with the provisions of section 19.2, in addition to the premium rate described in paragraph G or J above.

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

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Chart for Computing Vacation, Sick Leave and Holiday Credits for all Fractional Time Base Employees
Supersedes Accrual Rates in Management Memorandum 84-20-1

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP									HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT	HOURS OF MONTHLY EDUCATIONAL LEAVE	Hours of Monthly Educational Leave BU 21 Only
	7	10	11	12	13	14	16	17	18	SL/HOL 8	8	10
9/10	6.3	9	9.9	10.8	11.7	12.6	14.4	15.3	16.2	7.2	7.2	9.0
7/10	4.9	7	7.7	8.4	9.1	9.8	11.2	11.9	12.6	5.6	5.6	7.0
3/10	2.1	3	3.3	3.6	3.9	4.2	4.8	5.1	5.4	2.4	2.4	N/A
1/10	0.7	1	1.1	1.2	1.3	1.4	1.6	1.7	1.8	0.8	0.8	N/A
7/8	6.13	8.75	9.63	10.5	11.38	12.25	14	14.88	15.75	7	7	8.75
3/4	5.25	7.5	8.25	9	9.75	10.5	12	12.75	13.5	6	6	7.50
5/8	4.38	6.25	6.88	7.35	8.13	8.75	10	10.63	11.25	5	5	6.25
1/2	3.5	5	5.5	6	6.5	7	8	8.5	9	4	4	5.0
3/8	2.63	3.75	4.13	4.5	4.88	5.25	6	6.38	6.75	3	3	N/A
1/4	1.75	2.5	2.75	3	3.25	3.5	4	4.25	4.5	2	2	N/A
1/8	0.88	1.25	1.38	1.5	1.63	1.75	2	2.13	2.25	1	1	N/A
4/5	5.6	8	8.8	9.6	10.4	11.2	12.8	13.6	14.4	6.4	6.4	8.0
3/5	4.2	6	6.6	7.2	7.8	8.4	9.6	10.2	10.8	4.8	4.8	6.0
2/5	2.8	4	4.4	4.8	5.2	5.6	6.4	6.8	7.2	3.2	3.2	N/A
1/5	1.4	2	2.2	2.4	2.6	2.8	3.2	3.4	3.6	1.6	1.6	N/A

BEREAVEMENT

SEIU T/A

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

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

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

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

P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's

BU3

CT 7.1 pg2

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.

Q. ~~The parties will jointly develop a holiday compensation training program for departments.~~

SEIU T/A

Julie Chapman

Rollover per 2/13/09 State Package

ARTICLE 8 – LEAVES

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. Thereafter, for each additional qualifying monthly pay period, the employee 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

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

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

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

D. Employees who elect to move to the vacation and sick leave programs will have their accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as of the effective date of this agreement.

E. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn Vacation/Annual Leave credits as set forth above 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 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 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 department head or designee) request the same Vacation/Annual Leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred Vacation/Annual Leave period in order of seniority (defined as total months of State service in the same manner as Vacation/Annual Leave is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation/Annual Leave schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.

M. If an employee does not use all of the Vacation/Annual Leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued Vacation/Annual Leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued Vacation/Annual Leave hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking Vacation/Annual Leave until December 31 because of sick leave; or (5) was on jury duty.

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

CT, 8.1, p3

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.

LOCAL 1000
SEIU
Stronger Together

State ~~UNION~~ PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 8.2

TA 2/13/9 9:07 pm

The Union proposes the following changes be made to the following section:

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 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 (8) hours of credit for sick leave with pay.

CT - 8.2 pg2

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 7.1(L).
2. Multiple positions under this rule:
   a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
   b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for [eight (8) hours per pay period] full-time employment credit.

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

1. The employee has a demonstrable pattern of sick leave abuse; or
2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.

TA 2/13/9 9:07pm

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

F. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

G. Sick leave may be accumulated without limit.

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

I. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently

CT 8.2 pg 4

reemployed cannot be credited with any unused sick leave accumulated prior to the employee's separation and the full-time employee must complete one month of continuous service before being granted one day of sick leave credit. In addition, when a full-time employee has a break in the continuity of employment because of a permanent separation of less than six (6) months or because of a temporary separation, the full-time employee's prior unused sick leave balance is restored.

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.

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. ~~This provision ends June 30, 2010.~~

Page 125
9/25/08

11:04 am

UNION PROPOSAL

Bargaining Unit: Unit 11

Date: 9/25/08

Article and Section No: 8.3 **Proposal No.: 2**

The Union proposes the following changes be made to the following section:

8.3 Bereavement Leave

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, 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.

11:04 am TA 9/25/08 GTP

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

9/25/08 11:04am

employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

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

D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2 ~~and 8.2.21~~. 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.).

9/25/08

9/25/08
11:04am

HOLIDAY INN
10 Jun 08
1056

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 10, 2008

Article and Section No: 8.4 **Proposal No.: 1**

The Union proposes no changes be made to the following section:

8.4 Parental Leave

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

B. A male spouse or male parent or domestic partner (as defined in accordance with Family Code section 297), who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one year to care for his/her newborn child. The employee shall provide medical substantiation to support his/her request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

e/10/08
a'd
12:56
J Sanders

TA'd 12:56

Connie Kaleary BU11
N Lyerla BU17
Robyn Shuler BU15
Bu 14
Margaret Medina
Donnella BU3
Terry Lawhead BU21
Rowena Jone BU20

CT 8.4 pg2

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.

6/10/08

TA'd 12:56
BU3
BU21
BU20
BU15
BU14
BU11
BU17

HOLIDAY INN
10 Jun 08
1056

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 10, 2008

Article and Section No: 8.5 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

8.5 Adoption Leave

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

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

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

Ta'd Sanders 6/10/08 12:57 a.m

Larry Rankin #4
Connie Kabeary BU 11
Nancy L Lyerla BU 17
Margaret Mahoney U1
[illegible] BU 14
Rhonda [illegible] BU 20
Terry Lawhead U21
Donna BU 3
Roby Sharles BU 15

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date: _____

Article and Section No: 8.6

TA 2/13/9 9:07 pm

The Union proposes the following changes be made to the following section:

8.6 Union Leave

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

1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.
2. Any denial of union leave must be made in writing to the Union, with an explanation for the denial.
3. The Union leave request form shall be signed by either the SEIU Local 1000 President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to the DPA.
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.

Ronna Jones BU 20
Brad Wilton UNIT 11
Janet Zuss
[illegible] #4
N Lyerla BU 17
[illegible] UNIT 7 [illegible]
T Lawhead BU 21
Margaret Medd BU 1
[illegible] BU 3
Julie Chapman

CT 8.6 pg2

5. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-five percent (35%) of the affected employee's salary, for all the time the employee is off on a Union leave, within sixty (60) days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process.
6. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
7. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
8. Employees on a Union leave shall suffer no loss of compensation or benefits.
9. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and IDL.
10. In the event an employee on a Union leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

B. <u>Special Union Business Events</u>

<u>The State agrees to release employees on union paid leave for elected representatives (or alternates when applicable) in</u>

accordance with A2 through A10 above to attend the following governance meetings:

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

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

Bud Willis UNIT 11
N Lyerla BU 17
S Lawhead BU 21
Margaret Moldal BU 21
Alexandra BU 3

6:08 PM
06/09/08

MANAGEMENT PROPOSAL

Bargaining Unit: **Date:**_____

Exclusive Representative:

Subject: Article 8

The State proposes to roll over the following Section:

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;
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.

To J Sanders 10:53 6/10/08

L Lawhead BU 15
Connie Kobecny BU 11
BU 3
BU 14
#4
BU 17

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 10, 2008

June 10, 2008
12:36pm

Article and Section No: 8.8 **Proposal No.: 1**

The Union proposes the following changes be made to the following section:

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 approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic

CT - 8.8 pg 2

partner (as defined in accordance with Family Code section 297), spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.

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

1. Sick leave credits cannot be transferred;
2. The receiving employee has exhausted all leave credits;
3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave.; Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4 Personal Days – Special Schools except that such transferred days shall be credited as personal days;
4. Personal holiday must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
5. Transfer of annual leave, personal leave, vacation, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
7. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed

CT-8.8 pg 2

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.

TAld 6/20/08
4:50 pm

C Denseca BU3
Margaret Wilson BU1
Lyerla BU17
Carolyn Daniels BU
Connie Gabeary BU11
Robyn Hurles BU15
BU14
Ronda Jones BU20
Don Hamer BU21

J Sanders
6/20/08

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date: _____

Article and Section No: 8.9 **Proposal No.: 3**

The Union proposes that no changes be made to the following section:

8.9 Catastrophic Leave - Natural Disaster

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

A. Sick leave credits cannot be transferred;

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

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

D. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation. ~~Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4, Personal Days - Special Schools except that such transferred days shall be credited as personal days~~;

IA EIN1000 3:23 9/23/08

for Lawhead Tobey Shel K Cavart Brad Wells Mu14 Rianna Jones BVW

+a J Sanders 3:23pm 9/23/08

CT-8.9 pg 2

E. Personal holiday must be transferred in one day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base);

F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;

G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;

H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

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

T/A 3:23 9/23/08
SEIU4000

Margaret Medonal
Brad Willis
Bu 14
Bu 20

ta
JS
3:23pm
9/23/08

Management Proposal

CT 2/13/09 9.07 p TA

Bargaining Unit All Date:_____

Exclusive Representative: SEIU

The state proposes these changes the following section:

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. ~~who is scheduled to work a graveyard shift or the first watch on the day of a State Personnel Board examination.~~

B. Authorized release time for reasonable travel time to and from the examination site ~~may~~ 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.

Unit 14
Unit 11
#4
N Lyerla BU 17
Unit 3 U-15
Margaret Maldonado BU 21
Lawhead BU 21
Deuseca U3

2:00 pm
06/20/08

MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table **DATE:** _____

Exclusive Representative: SEIU

Subject: Article 8, Section 8.11

8.11 Release Time for State Personnel Board Hearings ~~(Excludes Unit 17)~~

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.

4:37 pm
J Sanders
for
6/20/08

TA'd
BU3
BU5
N Lyerla BU17
BU1
BU11
BU21
#4
BU20
BU14

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date: _____

Article and Section No: 8.12 **Proposal No.: 1**

The Union proposes no changes be made to the following section:

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.

9/15/08 TA 10:47am

9/15/08
J Sanders
10:47am

N Layerla BU 17
Ronna Jones BU 20
Brad Willis BU 11
Al Trump BU 4
Robyn Thiele BU 15
Carl Hatchett BU 1
Don Hillman BU 6

TA 8/26/08 4.54 pm
Page 106

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Unit: Unit 11
Date: 07/30/08

4:54 pm

Article and Section No: 8.13 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

8.13 Court Appearance and/or Subpoenas

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

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

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

1.47 08/26/08

Brad Willis UNIT 11 CHAIR
Jean Troutman Poole
[illegible]
Promy Weis
John Wandt
[illegible]

TA [illegible] 8/26/08 1:47 pm

1326

Management Proposal

Bargaining Unit: SEIU Common Table DATE: 9/23/08

Exclusive Representative: SEIU

Subject: Article 8, Section 8.14

8.14 Jury Duty

A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. For employees with a work schedule other than a Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule, the State shall make a temporary change in the employee's work schedule to a 5/8/40 Monday through Friday work week for no less than one full week and, where necessary, additional full week increments until the employee is released from jury duty. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11.59 p.m. Saturday.

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

C. If an employee receives jury fees, the employee is required to remit to the State jury fees unless the employee elects to use accrued vacation leave, annual leave or compensating time off on jury duty.

D. For the purposes of the Section, "jury fees" means received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.

9/29/08 1:26 Sandi

9/29/08 1:26 TA'd

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 service 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 workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

BU4 Brad Willis BU11 BU14 Marie Handsen BU1 Roby Shelton 4-15 BU20 Terry Rawhead BU26 BU17 Dianne BU3

2:38 pm 6/23/08 page 49

UNION PROPOSAL
Bargaining Units: Unit 11
June 23, 2008

Article and Section No: 8.15 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

8.15 Personal Leave Program – Voluntary

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.

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

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TA 6-23-08 BU 11

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

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

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

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Brad Wells TA 6-23-08 BU 11

Connie Kabeary

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

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

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

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

K. Part-time employees shall be subject to the same conditions as stated above, on a pro rated 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 Worker's Compensation for the entire monthly pay period shall be excluded from the PLP for that month.

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Brad Wills

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All
Date: _____

CT 2/13/09 9:07 p TA

Article and Section No: 8.16 Packaged Proposal #4

The Union proposes the following changes be made to the following section:

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

P2 CT 8.16

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

   a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with section 8.8 and 8.2 of this Contract.

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

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

C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the

P3 CT 8.11

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 (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.

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

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

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

H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and

administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by the DFEH. FMLA/CFRA does not supersede any article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

I. The Union will be noticed when a denial is issued for the lack of one thousand two hundred and fifty (1,250) hours of service. A copy of the written denial shall be sent attn: SEIU Local 1000 Headquarters within thirty (30) days. Should the request for FMLA be denied, the reason for denial will be provided in writing within thirty (30) days to the employee.

11:56am 1/20/09
Page 1845

1:45
1/14/09

5:19 pm
01/19/09

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Unit: Unit 11

Date: _____

Article and Section No: 8.17 **Proposal No.: 2**

The Union proposes the following changes be made to the following section:

8.17 Mentoring Leave

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

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

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UNIT 11
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George E. Cornell
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C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor

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Debbie
True

with verification of personal time spent mentoring from the mentoring organization.

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

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

1. Have a permanent appointment;
2. Have successfully completed their initial probationary period; and
3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor's Mentoring Partnership ~~California Mentor Program Directory, under the guidance of the Governor's Office~~, for a minimum of one school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)

Brad Willis
Unit 11
1/20/2009
JPP

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, DMH, DOE or Veterans' Affairs (CDVA).

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

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

Brad Willis
UNIT II
1/20/2009
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George E. Connell
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Debbie Sue

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LOCAL 1000
SEIU
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UNION PROPOSAL
Bargaining Units: All
June 10, 2008

Article and Section No: 8.18 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

8.18 Work and Family Participation

A. Family Activity

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

Ta'd Sanders 12:58 a.m. 6/10/08

Connie Kalvary BU11
Nancy L Zuela BU17
Mary Maldonado BU

TA'd 12:58 6-10-08
Donna BU3
Terry Lawhead BU
Ronna Jove BU20
Roby Charles BU1
[illegible] BU14

CT - 8.18 pg 2

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

6/10/08

JS

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[illegible] Kabeary BU #11
Nancy L Lyerla BU 17
Margaret [illegible] 14

[illegible] BU 3
Terry Lawhead BU 21
[illegible] BU 20
[illegible] Charles BU 15
[illegible] BU 14

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All
June 9, 2009 8 2:44

2:35
6/9/08

Article and Section No: 8.19 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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 DPA 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.

J Sanders
TA 4:35

TA'd 4:35 6-9-08
BU3
BU 15
BU 21
CHAIR UNIT 20
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BU 11
BU 17
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LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All
Date: _____

Article and Section No: 8.20 **Proposal No.: 2**

The Union proposes the following changes be made:

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.

T/A SEIU1000 1:49 9/23/08

T/A J Sanders 1:49 pm 9/23/08

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3:27pm
State
2/12/9

~~E-1-c~~
~~12:54am~~
~~1/26/9~~
~~State SCT~~

Management Proposal

Exclusive Representative: SEIU

Date: _____

The State proposes that the language below apply to all SEIU, Local 1000 bargaining units.

8.NEW Voluntary Personal Leave Program (VPLP) Opt Out

Upon ratification of this agreement by the parties, there will be a sixty (60) day window for employees currently participating in the VPLP to modify their participation or to opt out of the program. ~~Those opting out would be prohibited from participating in the VPLP again until July 1, 2010.~~

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9:07 pm

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All (Excluding Unit 17)

Date: _____

Article and Section No: 9.1

TA 2/13/9 9:07 pm

The Union proposes the following changes be made to the following section:

9.1 Health Benefit Plans (Excluding Unit 17)

A. The employer health benefits contribution for each employee shall be an amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous year. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

B. 1. Effective January ~~31~~ 30 TC, 2009 through December 31, 2009, and upon approval of funding by the Legislature and ratification by the Union, the State agrees to pay the following monthly health benefit premium contribution in addition to the employer premium contributions calculated in accordance with sub-section A., above, for employees enrolled in the Blue Shield Access+, Blue Shield Net value and Kaiser HMO Plans.

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CT 9.1 pg 2

Single	2-Party	Family
$13.78	$29.96	$43.72

Only employees enrolled in a qualifying plan on January 1, 2009, shall be eligible. Enrollments or health plan changes that take place after January 1, 2009, including retroactive transactions, shall not establish eligibility.

2. Effective January 1, 2010, the State agrees to pay an additional monthly health benefit premium contribution that is in addition to the employer premium contributions calculated in accordance with sub-section A. above, for employees enolled in any CalPERS-administered health benefit plan where the employee's share of the premium increases from 2009 to 2010. The additional employer premium contribution shall be calculated on a weighted average basis using the health benefit plan enrollments of January 1, 2009.

Only employees enrolled in a qualifying plan on January 1, 2010, shall be eligible. Enrollments or health plan changes that take place after January 1, 2010, including retroactive transactions, shall not establish eligibility.

C. ~~B.~~Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a one year vesting schedule for the employer health contribution for dependents as follows:

1. Fifty percent (50%) of the normal employer dependent portion of the contribution upon initial enrollment;

CT 9.1 pg3

2. Seventy-five percent (75%) of the normal employer dependent portion of the contribution upon completion of twelve (12) months of service; and
3. One hundred percent (100%) of the normal employer dependent portion of the contribution upon completion of twenty-four (24) months of service.

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

E.~~D.~~ Health Benefits Eligibility

1. Employee Eligibility - For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.
2. Permanent Intermittent (PI) Employees
   a) Initial Eligibility – A PI employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) 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.
   b) Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

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CT 9.1 pg4

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

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Margit Meade

Unit 14

BU 20

BU 11

BU 25

BU 3

Unit 7 U-75

LOCAL 1000
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UNION PROPOSAL

Bargaining Units: All (Excluding Unit 17)
Date: 1/6/09 @11:51a

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Article and Section No: 9.2 **Packaged Proposal**

The Union proposes the following changes be made to the following section:

9.2 Dental Benefit Plans (Excluding Unit 17)

A. Contribution Amounts

1. Effective January 1, 2009 ~~2006~~, the State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the DPA.
   a. The State shall pay up to thirty-six dollars and five cents ($36.05) ~~thirty-five dollars four cents ($35.04)~~ per month for coverage of an eligible employee.
   b. The State shall pay up to sixty-three dollars and eighty-four cents ($63.84) ~~sixty-one dollars seventy-three cents ($61.73)~~ per month for coverage of an eligible employee plus one dependent.
   c. The State shall pay up to ninety-two dollars and eighty-one cents ($92.81) ~~eighty-nine dollars fifty-five cents ($89.55)~~ per month for coverage of an eligible employee plus two (2) or more dependents.
2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty-five percent (25%) of the total premium.

B. Employee Eligibility

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Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 ~~and 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 ~~and 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 employee will be allowed to enroll in the indemnity or preferred provider option plan.

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SEIU
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UNION PROPOSAL

Bargaining Units: All (Excluding Unit 17)

Date: _____

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Article and Section No: 9.3 **Packaged Proposal #4**

The Union proposes the following changes be made to the following section:

9.3 Vision Benefit Plans (Excluding Unit 17)

A. 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.

B. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 ~~and 9.1.3~~ of this Contract.

C. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 ~~and 9.1.3~~ of this Contract.

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All
Date: _____

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Article and Section No: 9.4 **Packaged Proposal**

The Union proposes the following changes be made to the following section:

9.4 Rural Health Care Equity Program

~~Effective July 1, 2001,~~ ~~t~~The State shall continue a Rural Health Care Equity Program for bargaining unit members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The DPA shall administer any fund involving bargaining unit members.

1. The program shall operate in the following fashion:

   a. The State shall contribute one thousand five hundred dollars ($1500) per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code section 22877.

      (1) For bargaining unit members payments shall be on a monthly basis.

      (2) For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.

Union
Rivana Jones BU 10
Brad Willis BU 11 BU 14
Cyril Jones
Margaret Medina BU 4
Terry Lawhead BU 21
N Lizerla BU 17 #4
Roby Jhelen BU 15
Denise #3
Unit 14
Brad Willis
UNIT 11
Julie Chapman

P.2 9.4 CT

b. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).

c. The money shall be available for use as defined in Government Code section 22877.

d. A Rural Healthcare Equity Program will be established with a separate account for bargaining unit members, as one of several similar accounts.

e. Each unit employee shall be able to utilize up to one thousand five hundred dollars ($1500) per fiscal year, pursuant to Government Code section 22877, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1(b) is applicable here.

f. If an employee does not utilize the complete one thousand five hundred dollars ($1500) pursuant to the procedures and limitations described in Government Code section 22877, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the one thousand five hundred dollars ($1500), but again according to the procedures and limitations in the statute. The monies in

P3 CT 9.4

the same year pool would be distributed at the end, or even soon after, each fiscal year to that group of employees who had expenses in excess of one thousand five hundred dollars ($1500) in the relevant fiscal year. Those monies shall be distributed on a pro tanto (pro rata) basis.

(1) Any employee not in a bargaining unit all year shall receive credit under this paragraph utilizing the same pro rata formula as in paragraph 1(b) above.

(2) If an employee is entitled to less than twenty-five dollars ($25) under this paragraph, the money shall instead go into next year's fund pursuant to paragraph (g) hereafter.

g. If monies still remain after a distribution to such employees (i.e., all employees who spent more than one thousand five hundred dollars ($1500) as provided in Government Code section 22877 were completely reimbursed), then those surplus monies shall be rolled over into the next fiscal year's funds available for distribution to employees whose expenses pursuant to the statute exceed one thousand five hundred dollars ($1500) in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to Government Code section 22877 and monies still remained in the pool.

Management Proposal

Bargaining Unit: SEIU Common Table **DATE:** 6/17/08

Exclusive Representative: SEIU

Subject: Article 9, Section 9.5

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 9.5.17 for Unit 17 and 9.5.21 for Unit 21.

9.5 Employee Assistance Program (EAP) **~~(Excludes Unit 17 and Unit 21)~~**

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

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

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

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

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

Ta'd 11:34 6/17/08

TP'd 11:34 6/17/08

Francine Ross BU 4 Robert Hawkins Unit 1
Betty Shelton 15 Richard Unit 20
Damreea BU3 Terry Rawhead U21
Nancy Lyerla BU17 Albert R. Troyer BU4
Bernice Hollenbeck BU1

LOCAL 1000
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UNION PROPOSAL

Bargaining Units: ALL

Date: _____

Article and Section No: 9.6 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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.

9/16/08 Ta
J Sanders
1:37pm

9/15/08 TA
[illegible]
[illegible] U-15 #1
[illegible] #4
N Lyerla BU 17
[illegible] BU 14
J Lawhead U21
Brad Willis BU1
[illegible] BU21

Management Proposal

Bargaining Unit: Common

Date: 3:36 9/23/08

Exclusive Representative: SEIU, Local 1000

Subject: Deferred Compensation Plans

9.7 Pre-Retirement Death Continuation of Benefits

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

TA 9/29/08 3:49

BU3

U-15

BU-4

Brad Willis BU 11

BU 14

BU17

U21

BU 20

BU1

TA
9/29/08
3:49pm

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 17, 2008

11:37
6-17-08

Article and Section No: 9.8 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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 DPA. The committee shall be co-chaired by a labor and a management member.

7/29/08
to
DSanders
1:29pm

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.

TA 9/29/08
1:29

D. The DPA will provide necessary staff to support the committee.

6:04 PM
06/04/08

MANAGEMENT PROPOSAL

Bargaining Unit: **Date:**_____

Exclusive Representative:

Subject: Article 9

The State proposes to roll over the following Section:

9.9 Presumptive Illness

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

ta'd
J Sanders
10:54 a.m
6/10/09

Deneea BU3
[illegible] #4
Ronna Jona BU20
N Lyerla BU17
Roby Sherles Bu1
J Lawhead U21
Connie Kaleany BU4
M [illegible] BU14
Margaret Meda U4

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
May 20, 2008

6/26/08
Received
3:07

Article and Section No: 9.10 **Proposal No.:**

The Union proposes that no changes be made to the following section:

9.10 Employee Injury on the Job

A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.

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

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

Carrie Kabeay BU11
T Lawhead BU21
N Lyerla BU17
Rhonna Jones BU20
Danyea BU3
Bu15
10:25am
Sanders
4/27/08

CT-9.10 pg 2

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

N Lyerla BU 17

Connie Kabany BU 1

Rianna Jones BU 20

Roky Charles BU 15

[illegible] #4

[illegible] BU 3

J Rawhead BU 21

[illegible]

to Jeanette
10:35am
6/27/08

LOCAL 1000 SEIU Stronger Together

UNION PROPOSAL

Bargaining Unit: All

Date: _____

CT 2/13/09 9:07p TA

Article and Section No: 9.11 **Packaged Proposal #7**

The Union proposes the following changes be made:

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. ~~by an inmate, ward, or parolee.~~

B. An employee working in the DDS, DMH, CDVA, or in the Special Schools in the DOE 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 ~~by a~~ resident, patient~~,~~(individual), student, client, or member.

C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal

p2 CT 9.11

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 <u>an injury as delineated in A and B above,</u> ~~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.

E. 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.

F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

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

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

I. <u>If a claim is denied by the department director, the Union may request a review by DPA.</u>

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date:_____

CT 2/13/09 9:07 PM

Article and Section No: 9.12 **Packaged Proposal**

The Union proposes no changes to the following section:

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 related administrative provisions adopted by the DPA. All eligible employees must have a permanent appointment with a time base of half time or more and have permanent status, or if limited-term or temporary authorized (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.

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

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date 7-18-08

11:15am

Article and Section No: 9.13 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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 7-18-08

[signature] U-15

Brad Willis U-11

[signature] U-1

[signature] U#4

[signature] VW

N Lyerla BU 17

[signature] BU4

Myrel Cardona BU21

[signature] BU3

TA [signature]
7/18/08
11:15am

TA 8/26/08 2:01 pm
Page 107

2:01 PM

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: Unit 11

Date 08/26/08

Article and Section No: 9.14 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

9.14 Temporarily Disabled Employees

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

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

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

TA 2:02 pm
8/26/08

TA
2:02 pm
Jean Shoutman-Poole
Tracy Cowell
Brownyn Weis
Brad Willis
John DWaint
George E. Cornell

6:10 PM
06/09/08

MANAGEMENT PROPOSAL

Bargaining Unit: **Date:**_____

Exclusive Representative:

Subject: Article 9

The State proposes to roll over the following Section:

9.15 Industrial Disability Leave (IDL)

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

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

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

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

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

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

G. For an employee injured prior to January 1, 2004, IDL may continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has not exhausted his/her eligibility for IDL benefits, the employee has been declared a "qualified injured worker", and the employee would otherwise be entitled to Vocational Rehabilitation Maintenance Allowance (VRMA). IDL would be paid in lieu of VRMA.

H. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

Ted 10:50 am 6/10/08

BU14 Terry Lawhead U2

N Lyerla BU17

BU15

BU11

BU3 #4

Management Proposal

Bargaining Unit: SEIU Common Table DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 9, Section 9.16

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 9.16.17 for Unit 17 and 9.16.21 for Unit 21.

9.16 Group Legal Service Plan ~~(Excludes Unit 17 and 21)~~

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'd
11:35
6-17-08

Ta'd
J Sanders
6/17/08
11:35 a.m

Ralph Hawkins unit 1
Ronna Jover BU 20
Terry Lawhead U21
Albert R Hugo BU 14
Connie J Kabeary BU 11
Francisco Pass BU 4
Robyn Sheeles BU 15
Donna BU 3
Nancy Lyerla BU 17

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date: _____

Article and Section No: 9.17

TA 2/13/9 9:07pm

The Union proposes the following changes be made to the following section:

9.17 State Disability Insurance (SDI)

A. A. ~~Beginning April 1, 2006, a~~All employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:

1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code; such as, an employee disabled due to a non-work related illness or injury of the employee, the employee's family member, domestic partner or the birth, adoption, or foster care placement of a new child. Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.

2. ~~Effective July 1, 2006, t~~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. 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 and 9.4.21) 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), or sick leave balances to supplement their SDI benefits ~~only for absences from work hours for reasons unrelated to the disability which rendered them eligible for SDI benefits~~.

5. ~~The parties agree to meet within ninety (90) days following ratification of the Contract to explore alternatives in the area of leave supplementation or integration to the SDI benefit.~~

6. ~~This clause is subject to modification pursuant to Item #5.~~

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

6. ~~b.~~ 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), or sick leave balances. If an employee elects to use annual leave or sick leave to supplement it may affect the SDI benefits. ~~However, the~~ An employee's combined SDI benefit and use of leave credits cannot exceed their regular monthly gross (less mandatory reductions) ~~net~~ 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:

~~1)~~ a. The date the disability/illness commenced;

~~2)~~ b. The estimated duration of the disability;

~~3)~~ c. A phone number where the employee can be reached;

~~4)~~ d. The election of leave credits usage during the first week of disability;

~~5)~~ e. The number of hours in a month to be charged to leave credits;

~~6)~~ f. Whether or not the employee is planning to file for SDI;

~~7)~~ g. The election to supplement ~~integrate~~ leave credits with SDI benefits;

~~B.~~ n 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 ~~integration~~ of benefits and payment.

~~B.During the three (3) month period following ratification of this Contract by the SEIU Local 1000 members and approval by the Legislature, there will be an open enrollment period where employees may opt out of the annual leave program.~~

C. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits.

CT 9.17 pg 4

D. 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.

E. Once the State Controller's Office has fully implemented the 21st Century Project, the State will explore the feasibility of integration of SDI benefits. The Union will be provided with quarterly updates on the 21st Century Project. Upon request of the Union, the State will agree to meet with the Union to discuss the status of the 21st Century Project and the feasibility of integration of SDI benefits.

Brad Wilkes #11
[illegible] #4
N Lyerla BU 17
Janet B u-15
Margaret Mildre BU 01
T Lawhead BU 21
[illegible] BU 3

1.19 pm
page 27
6/12/08

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Unit: Unit 11
June 11, 2008

Article and Section No: 9.18.11 **Proposal No.: 1**

The Union proposes the following changes be made to the following section:

9.18.11 Life Insurance

A. In addition to the benefit provisions of Labor Code section 4702 otherwise applicable to Unit 11 employees, and the approximate fifteen thousand dollars ($15,000) State death benefit provided Unit 11 employees, the State agrees to pay fifty thousand dollars ($50,000) to the designated beneficiary of:

1. Any CalTrans Unit 11 employee, or
2. A Department of Food and Agriculture (CDFA) Plant Quarantine Inspector, or
3. A Department of Water Resources (DWR)
   Water Resources Technician I/II
   Construction Inspector Technician Range A/B
   Construction Inspector
   Construction Supervisor I
4. And, any Public Utilities Commission (PUC) Unit 11 employee.

Provided said employees in the above referenced groups A(1) through A(4) are killed while assigned State duties in State highway or railroad right-of-way under the following conditions:

a. The employee is hit by any motor vehicle or part thereof being operated in the right-of-way, and
b. Payment of the Worker's Compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code section 5705.

6/12/08

6-12-08
Connie Kelleary BU11
Bernie Jeary
Brad Willis

The department will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the fifty thousand dollars ($50,000) to the deceased employee's designated beneficiary. Payment shall only be made if all of the qualifying criteria contained in this section are satisfied. In accordance with existing law, copy of the investigation report will be provided to the Union upon request.

In the event of a dispute regarding appropriate designated beneficiaries, the Life Insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.

B. The Air Resources Board shall maintain the life insurance policy currently in effect for Air Resources Field Representatives and Automotive Emissions Test Specialist assigned to the Heavy Duty Diesel Section.

C. The State shall provide the Union with a copy of any changes in life insurance policies required under this section.

6-12-08 BU 11

9·30·08
11:29

MANAGEMENT PROPOSAL

Bargaining Unit: All Date:_____

Exclusive Representative: SEIU

Subject: 9.New Health Benefits Proposal

The State Proposes:

9. New Health Benefits Proposal

As a part of the Joint Union Labor Management Benefits Advisory Committee, DPA 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.

TA'd 9/30/08 3:36

Ta'd J Sanders 3:36 PM 9/30/08

Donseca BU3
Brad Willis BU11
Don K Mory BU21
Robyn Thelen BU15
Dianne Bus BU17
LaVerne Jackie BU4
Karen Jeffers BU4
Ronna Jones BU10
Margaret Meder CU

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 9, 2008

6/9/08
1435 HRS
UNION
CT

Article and Section No: 10.1 **Proposal No.: 1**

The Union proposes no changes to the following section:

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'd
3:25 8/22/08

Brad Willis
Jacqueline McCollum
Ta J Sanders
3:25pm
8/~~25~~ 22/08

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date: _____

TA 2/13/9 9:07 pm

Article and Section No: 10.2

The Union proposes the following changes be made to the following section:

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. <u>The twenty-four (24) hour institutions agree to continue local worksite health and safety committees.</u>

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.

N Lyerla BU17
[illegible] U-15
[illegible] #4

[illegible]
J Lawhead BU21
[illegible] BU01
[illegible]
[illegible] BU3
Brad Wilson UNIT 11

6/9/08
1435 HRS
UNION
CT

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 9, 2008

Article and Section No: 10.3 **Proposal No.: 1**

The Union proposes no changes be made to the following section:

10.3 Occupational Hazards

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

TA'd 3:26 8/22/08

Brad Willis
Jacqueline McCallum
BV20
BV21
N Lyerla BU17

Ta J Sanders 3:26 pm 8/22/08

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 9, 2008

2:35
6/9/08

Article and Section No: 10.4 **Proposal No.: 1**

The Union proposes no changes to the following section:

10.4 Injury and Illness Prevention Programs (IIPP)

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

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

Ta'd 4:46 p.m
J Sanders

TA'd 4:46pm 6-9-08
[illegible] BU-3
[illegible] Medina M
Connie J Kalleary BU11
N Lyerla BU 17
[illegible] #4
[illegible] BU15
L Lawhead BU21
Ronna Jones CHAIR UNIT 20
[illegible] 14

M 10:45 6/11/08 RO
2 0.5 page

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 10.5.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

10.5.11 Health and Safety Education and Training

A. Where the State identifies a need, the State will provide health and safety information to all employees as a part of an on-going program of health and safety awareness and education. Such information may be reviewed and updated annually with input from the departmental Joint Union/Management Health and Safety Committee(s).

B. Employees may request to receive additional job-specific health and safety training as needed and deemed appropriate by the State.

C. Where Departmental Joint Union/Management Health and Safety Committee(s) have been formed, information regarding Health and Safety Education Training may be an appropriate topic of discussion in these meetings. The departments agree to consider health and safety education and training recommendations issued by these joint committee(s).

TA 6/11/08
Connie J Kahearn
Brad Wiley
Bryan Jenny
Jean Frontman Poole

TA 6/11/08

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date: 7-25-08 1320

Article and Section No: 10.6 **Proposal No.: 2**

The Union proposes that no changes be made to the following section:

10.6 Emergency Evacuation Procedures

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

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

TA'd 3:27 8/22/08

Brad Willis
Jacqueline McCollum
Ronna Jones BU20
N Luerla BU17
LaVerne Cuchio unit 14
Don Killmer BU21

to J Sanders 3:27pm 8/22/08

12:40 pm 6/23/08 page 4/9

UNION PROPOSAL
Bargaining Unit: Unit 11
June 23, 2008

Article and Section No: 10.7 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

10.7 Protective Clothing

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

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

TA 6/23/08

TA 6-23-08 BU11

12:41 pm 6/23/08 page 4/5

UNION PROPOSAL
Bargaining Unit: Unit 11
June 23, 2008

Article and Section No: 10.9 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

10.9 ~~8~~ Safety Equipment

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

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

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

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

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

TA 6/23/08

TA 6-23-08 BU11

TA 8/26/08
2:04 pm
Page 107.

2:20 pm
SEIU passed to S. Marr State
Page 105-5 &
Page 107.

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: Unit 11

Date 8/19/08

Article and Section No: 10.10 **Proposal No.: 1**

The Union proposes no changes be made to the following section:

10.10 Medical Monitoring

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.

T/A @ 2:04 pm

Brad Wells
UNIS 11
John Thamt
George E Cornell Jr.
Jean Frontman Poole
Tracy Poulos
Bruny Francis

TA
2:04 pm
8/06/08

9/19/08
11:36 Am
page 115.5-116

UNION PROPOSAL

Bargaining Unit: Unit 11

Date: 9/19/08

Article and Section No: 10.11 **Proposal No.: 2**

The Union proposes no changes to the following section:

10.11 Hazardous Materials

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

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

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

9/19/09
11:37am

Unit 11

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All

Date 7-18-08

Article and Section No: 10.12 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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 7-18-08

Tony Sheeles U-15
Larry Parker U#4
[illegible] U20
N Lyerla BU 17
Brad Willis U-11
[illegible] BU 14
Margaret Meldrel U
Miguel Carbon BU 21
[illegible] BU3

Ta
11:20am
J Sanders
7/18/08

9/25/08
Page 125. + 125.5

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Unit: Unit 11
Date: 9/25/08

11:06 am

Article and Section No: 10.13 **Proposal No.: 2**

The Union proposes that no changes be made to the following section:

10.13 Access to Work Areas 24 Hours

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.

11:07am
TA 9/25/08
Jan Troutman Poole
Chris Bangert
Brad Willis
Eric Tollar

11:07 am
9/25/08

2:37 pm 8/19/08 page 101

Bargaining Unit: 11 **Date: August 19, 2008**

Exclusive Representative: SEIU, Local 1000

Subject: Personal Alarms

The State proposes no changes to the language of the following section:

10.14 Personal Alarms

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 supercede and existing departmental or institutional policy governing the use of personal alarms.

TA page @ 12:12 am 01/25/09

Jan Frontman Parle

John Want

Bunny Weiss

Brad Willis

George E. Cornell Jr

Leroy Cordell 1/25/2009

TA 12:12 AM 1/25/09 Debbie True

11:56 am 1/20/09
page 184-5

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: Unit 11

Date _____

Article and Section No: 10.18 **Proposal No.: 3**

The Union proposes the following changes be made to the following section:

10.18 Referral of Assault/Battery

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

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

Brad Willis
UNIT 11
[illegible]
1/20/2009
Jan Frontman Poole
George E. Cornell
[illegible]
Bumpmeis
TA
01/20/09
Debbie True

Page 108 TA 8/26/08 2:19 pm

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Unit: Unit 11

Date June 11, 2008 — mgmt proposed

passed by union 8/26/08

Article and Section No: 10.19 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

10.19 Assaultive Behavior

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

TA 2:19pm 8/26/08

TA @ 2:19 8/26/08

Brad Willis
Unit 11

John O'Ward

George E. Cornell Jr.

Tony Candler

Brian Purvis

2:03 PM
06/20/08

MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table **DATE:** _____

Exclusive Representative: SEIU

Subject: Article 10, Section 10.21

10.21 Workplace Violence Prevention ~~(Excludes Unit 17 and 21)~~

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

Ea Sanders
6/20/08
4:38 pm

TAld
Donzea BU3
Robyn Shules BU15
Quinnie Lyman BU1
Connie Kabeary BU11
Terry Rawhead BU21
Lori Parker #9
Ronnie Jones BU20
Mike BU14
N Lyerla BU17

Received
1:51 pm
11/17/08

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All
Date: _____

Article and Section No: 10.22 **Proposal No.: 3**

The Union proposes the following changes be made to the following section:

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 Computer User's Handbook, 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 necessary to make the following equipment available to all employees that use computers:

1. Glare screens;
2. Document holders;
3. Adjustable chairs;
4. Ergonomic keyboards;
5. Foot and wrist rests;

Ta
3:14PM
J Sanders
11/17/08

TAld 3:14 11-17-08

CT-10.22 pg2

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.

E. Upon request by the Union, the State agrees to meet to review any suggested revisions or additions to the State's Computer User's Handbook.

TA'd 3:14 11-17-08

Ta J Sanders 11/17/08 3:14pm

LOCAL 1000
SEIU
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UNION PROPOSAL
Bargaining Units: All
June 8, 2009

2:35
6/9/08

Article and Section No: 10.23 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

10.23 Independent Medical Examinations

A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.

B. If the State, after the independent medical examination, determines that the employee cannot perform the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

6/9/08 5:58 PM
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JSanders

TA'd 5:58 6-9-08
[illegible] BU3
[illegible] BU 15
[illegible] BU 21
[illegible] CHAIR UNIT
[illegible] 14
[illegible] 11
[illegible] BU 11
[illegible] BU 17

TA 12:02 AM 1/25/09 page 189

UNION PROPOSAL

Bargaining Units: Unit ~~20~~ 11

Date: 1/24/09 10:50

Article and Section No: 10.25 **Packaged Proposal #2**

The Union proposes the following changes be made to the following section:

TA 12:02 AM 1/25/09 Debbie

10.25 Infectious Disease Control

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, DMH, CDCR, and the California Environmental Protection Agency (CalEPA) whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

01/25/09 TA @ 12:02am UNIT 11

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

D. Infectious Disease Control Training shall include, but not be limited, to bloodborne and airborne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued

by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

Brad Wilton UNIT 11
JTP
BKW
2 2 @

TA 12:02am Debbie Due 1/25/09

1/25/2009 12 02 AM

Page 108.5 TA 8/26/08 2:29 pm

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: Unit 11
Date 8/26/08

2:24 pm

Article and Section No: 10.26 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

10.26 Precautions Against Exposure to Bloodborne Pathogens

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

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

TA 8/26/08 @ 2:29 pm John Watt Kathy Condon
JT-P Brad Willis BU-11 George E. Cornell Bronx Jurvers

TA 2:29 pm 8/26/08

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

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

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

G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand 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, DMH, DVA, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 section 5193 of the California Code of Regulations.

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

TA 8/26/08 @ 2:29 pm
Jean Thornton Phall
Brad Wilton Bu-11
John Wright George E. Cornell Jr.
Brumpmeier
Le Roy Condon
TA 2:29 pm 8/26/08

7/25/8 1:22p

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All

Date: _____

Article and Section No: 10.27 **Proposal No.: 2**

The Union proposes that no changes be made to the following section:

10.27 Remodeling/Renovations and Repairs

A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.

B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.

C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.

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

TA 4
U-15
BU-11
BU 14
BU 2
BU 2
N Lyesla BU 17
Ava Goldman BU 21
BU-4
Kathleen Collins

tc J Sanders 1:43pm 8/21/08

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

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

Brad Willis BU-11

EC
JS
1:43 PM
8/21/08

7/25/8 1:23p

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All

Date: _____

Article and Section No: 10.28 **Proposal No.: 2**

The Union proposes that no changes be made to the following section:

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.

E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest

TA'd
Brad Willis
UNIT 11 CHAIR
unit 14 chair
BU 1
Ronna
Jane Buro
N Lyerla BU 17
Ava Goldman BU 21
John McKenna BU #4
8/21/08 1:40pm

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).

LOCAL 1000
SEIU
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UNION PROPOSAL
Bargaining Units: All
June 9, 2008

2:35
6/9/08

Article and Section No: 10.29 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

10.29 Smoking Cessation

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

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

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

Ta'd 6:00 p.m
J Sanders

TA'd 6:00pm 6-9-08
[signature] BU 3
[signature] BU 15
[signature] BU 21
[signature] CHAIR UNIT 20
[signature] 14
[signature] BU 11
[signature] BU 17
[signature] #4

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date: _____

CT 2/13/09 9:07 P TA

Article and Section No: 10.30 **Packaged Proposal #4**

The Union proposes no changes be made to the following section:

10.30 Health and Safety Grievances

A. It is the policy of the State employer to enforce safety and health, policies, procedures, and work practices and protect employees from harm in connection with State operations.

B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.

C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.

D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or

P2 LT 10.30

the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

1. Health and Safety Grievance – Step 2
   a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.
   b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the SEIU Local 1000 Headquarters.

2. Health and Safety Grievance – Step 3
   a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the DPA 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 DPA 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

P3 CT 10.30

Union shall have the right to submit the grievance to arbitration.

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

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

TA 12:38 AM 1/25/09 page 191.

Management Proposal

Bargaining Unit: 11 **Date: August 26, 2008**

Exclusive Representative: SEIU, Local 1000

Subject: **Health and Safety Inspections**

The State proposes the changes shown be made to the language of the following section:

10.31 Health and Safety Inspections

While it is recognized that periodic health and safety inspections are the responsibility of each facilities manager, each department may, upon request of the Union, conduct annual health and safety inspections of facilities with Unit 11 employees. Such inspections shall be made by the departmental Health and Safety Officer and/or a designee. Upon advance request, a ~~A~~ Union representative ~~may~~ shall be permitted to accompany the Health and Safety Officer and/or a designee when conducting the inspections. Permission shall not be unreasonably withheld; however, it may be denied for reasons of safety, security, or patient care including patient privacy. The results of the inspections will be posted at each facility. This section is not subject to Article 6.

TA @ 12:38 am 01/25/09

Jay Thornton Poole

John [illegible]

Bonny [illegible]

Brad Wiles

George E. Cornell Jr.

Lt Gay Candler

1/25/2009

TA 12:38 AM 1/25/09 Debbie True

5/12/08
1:23
page 27

1:23
6-12-08

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 10.34.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

10.34.11 Health and Safety Incentive Award Program – Department of Water Resources (DWR)

A. The DWR will establish on a pilot basis, a Health and Safety Incentive Program, in the Division of Operations and Maintenance (O&M) field divisions.

B. All permanent, full-time employees of the five (5) O&M field divisions will be eligible to participate in the program established for the division. The department agrees to provide funding of awards for the program.

C. The program is intended to encourage employees to work safely and reduce sick leave usage. Participation in this program is limited to employees working at the five (5) O&M field divisions. The management of O&M will develop criteria and guidelines for determining whether the awards will be in cash or in material goods. The criteria established will be discussed with the Union prior to implementing the program. Based upon the criteria implemented, awards will be given to employees who have established and maintained the best overall health and safety record.

TA 6/12/08

6-12-08
Connie Kaheany
BU#11
Brad Willis

TA
Jean Troutman Poole

D. If a dispute arises over this section (10.34.11 - Health and Safety Incentive Award Program - DWR), an employee may only file a complaint per article 6, and the decision reached by the Director of DWR or designee shall be final. This section (10.34.11) shall be effective upon enactment of legislation which clearly exempts this provision from the definition of "compensation" contained in Government Code section 20022.

E. The State reserves the right to cancel this program if such action is deemed to be in the best interest of the State. The State agrees to give affected employees and the Union thirty (30) days notice prior to canceling the program.

6-12-08
Connie Kalleary
BU#11
[illegible]
[illegible]
[illegible] Bu 11
Jan Frontman Poole

MANAGEMENT PROPOSAL

Bargaining Unit: All

Date: 3:27pm 2/12/9 State

EI - 12:54am 1/26/9 State - CT

Exclusive Representative: SEIU

Subject: Salaries

The state proposes the following language changes:

TA 2/13/9 9:07 pm

TC 1,810 13 FEB 09

11.1 Salaries

~~There shall be no salary increases for the term of this agreement.~~

~~A. Within sixty (60) days following legislative approval, SEIU Local 1000 represented employees shall receive a one-time bonus of one thousand dollars ($1000) as follows:~~

~~1. Permanent and limited term full time employees who were on payroll on June 30, 2006, shall receive $1000; or~~

~~2. Permanent and limited term part time employees who were on payroll on June 30, 2006, shall receive $1000; or~~

~~3. Employees holding a TAU appointment who were on payroll June 30, 2006 and who were paid for 519 or more hours (intermittent appointment) or the equivalent of 519 hours (full time and part time appointment) during the twelve (12) month period of July 1, 2005, through June 30, 2006, shall receive $1000. 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 2 above; or~~

~~4. Permanent, limited term and seasonal intermittent employees who were on payroll June 30, 2006 and were paid for 519 or more hours during the twelve (12) month period of July 1, 2005, through June 30, 2006, shall receive $1000.~~

~~B. Any employee who holds multiple appointments in classifications represented by SEIU Local 1000 and/or any other bargaining unit which agreed to this bonus shall receive $1000 if their combined time base is equal to or greater than one quarter (1/4) time. (For example, an employee holds two appointments; both as one quarter (1/4) time base and in bargaining units eligible for this bonus, the employee shall receive the maximum amount, $1000.)~~

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

~~Effective July 1, 2006, all SEIU Local 1000 represented classifications shall receive a general salary increase of three and one half percent (3.5%), (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement). The increase shall be calculated by multiplying the base salary by 1.035. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.~~

~~Classifications receiving the Plata/Plata Equity differentials (CDCR & DMH) shall have their differential adjusted downward by a dollar amount that will result in the incumbents receiving the same gross monthly salary as was received prior to the general salary increase.~~

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Unit 14

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CT 2/13/9 11.1 pg2

E. Effective July 1, 2007 the State agrees to provide a cost of living adjustment, to all SEIU Local 1000 classifications as follows. (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement)

1. The salary increase shall be equal to the total percentage change in the Consumer Price Index (CPI) for the twelve month period from April 2006 through March 2007. The specific amount of the cost of living adjustment shall be determined by the increase in the cost of living for the year using the Consumer Price Index, U.S. Department of Labor, Index CPI-W West-Urban – All Urban Consumers (Not Seasonally Adjusted), Series CUUR0400SAO, United States.

2. The cost of living adjustment shall not be less than 2.0% or more than 4.0%.

   e.g. If the cost of living for the year, as determined in #1 above, is less than 2.0%, the Cost of living adjustment for the year shall be established at 2.0%. If the cost of living for the year is greater than 4.0%, for the specified period, the Cost of Living Adjustment for the year shall be established at 4%. If the cost of living for the year increases by an amount between 2.0% and 4.0%, employees shall receive the specific cost of living increase rounded to the nearest tenth.

3. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

4. The following illustrates the specific method of computation to be used in calculating the salary increase, using fictional data for illustration purposes only.

EXAMPLE for 2007 Increase (as described in #1)

GPI for March 2007 (EXAMPLE ONLY)	202.4
Less GPI for March 2006	197.1
Index Point Change	5.2
Divided by Previous GPI (March 2006)	197.1
Equals	02637
Result multiplied by 100 (100 X .02637)	2.6
Cost of Living adjustment for 2007	2.6%

Salary adjustment effective July 1, 2007 (EXAMPLE ONLY) 2.6%

Equity Increases

Effective January 1, 2007 the following Auditor classifications shall receive 5% added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682(b) and 599.687.

4101 Financial Institutions Examiner

4102 Senior Financial Institutions Examiner

4133 State Financial Examiner III

4134 State Financial Examiner II

SEIU T/A

UNITED

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CT 11.1 pg3

~~4410 Senior Insurance Examiner (Specialist)~~

~~4412 Associate Insurance Examiner~~

~~4420 Insurance Examiner~~

~~4443 Corporation Examiner~~

~~4452 Corporation Examiner IV (Specialist)~~

~~4488 Inheritance and Gift Tax Examiner III~~

~~4499 Public Utility Financial Examiner IV~~

~~4502 Public Utility Financial Examiner III~~

~~4508 Public Utility Financial Examiner II~~

~~4134 Mineral and Land Auditor Specialist II~~

~~4135 Mineral and Land Auditor Specialist III~~

~~4137 Mineral and Land Auditor Specialist IV (Specialist)~~

~~4144 Governmental Auditor III~~

~~4146 Governmental Auditor II~~

~~4155 Staff Management Auditor (Specialist)~~

~~4159 Associate Management Auditor~~

~~4175 Auditor I~~

~~4203 Investigative Auditor II, Department of Justice~~

~~4215 Investigative Auditor III, Department of Justice~~

~~4224 Investigative Auditor IV (Specialist), Department of Justice~~

~~4249 Health Program Auditor IV, DHS~~

~~4252 Health Program Auditor III, DHS~~

~~4254 Health Program Auditor II, DHS~~

~~4267 Tax Auditor, Board of Equalization~~

~~4281 Associate Tax Auditor, Board of Equalization~~

~~4282 Staff Tax Auditor, Board of Equalization~~

~~4285 General Auditor III~~

~~4287 General Auditor II~~

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Unit 14

BU 20

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CT 11.1 pg4

~~4286~~ ~~Investigative Auditor, Alcoholic Beverage Control~~

~~4339~~ ~~Tax Auditor III, Employment Development Department~~

~~4340~~ ~~Tax Auditor II, Employment Development Department~~

~~4341~~ ~~Tax Auditor IV, Employment Development Department~~

~~4361~~ ~~Associate Tax Auditor, Franchise Tax Board~~

~~4362~~ ~~Tax Auditor, Franchise Tax Board~~

~~5024~~ ~~Senior Property Auditor Appraiser~~

~~5441~~ ~~Assistant Property Auditor Appraiser (Board of Equalization)~~

~~5448~~ ~~Associate Property Auditor Appraiser, (Board of Equalization)~~

~~5453~~ ~~Senior Specialist Property Auditor Appraiser (BOE)~~

~~5841~~ ~~Staff Services Management Auditor~~

~~9070~~ ~~Investigative Auditor II, Department of Food and Agriculture~~

~~9071~~ ~~Investigative Auditor III, Department of Food and Agriculture~~

~~9323~~ ~~Workers' Compensation Payroll Auditor~~

~~9324~~ ~~Senior Workers' Compensation Payroll Auditor~~

~~4057~~ ~~Program Evaluator, CALPERS~~

~~4059~~ ~~Associate Program Evaluator, CALPERS~~

~~4061~~ ~~Staff Program Evaluator, CALPERS~~

~~4084~~ ~~Program Evaluator Specialist (Information Systems)~~

~~4085~~ ~~Staff Program Evaluator Specialist (Info Systems), CALPERS~~

~~4141~~ ~~Totalisator Systems Examiner~~

~~4378~~ ~~Business Taxes Specialist III, Board of Equalization~~

~~4379~~ ~~Business Taxes Specialist II, Board of Equalization~~

~~4380~~ ~~Business Taxes Specialist I, Board of Equalization~~

~~4364~~ ~~Program Specialist I, Franchise Tax Board~~

~~4365~~ ~~Program Specialist II, Franchise Tax Board~~

~~4366~~ ~~Program Specialist III, Franchise Tax Board~~

CT 11.1 pg5

~~Effective January 1, 2007 the following Information Technology classifications shall have five percent (5%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682(b) and 599.687.~~

~~Eligible Classifications~~

~~1360 Information Systems Technician~~

~~1557 Information Systems Technician II~~

~~1353 Computer Operator~~

~~1560 Computer Operations Specialist I~~

~~1561 Computer Operations Specialist II~~

~~1562 Information Systems Technician I~~

~~1361 Staff EDP Acquisition Specialist~~

~~1368 Senior EDP Acquisition Specialist (Technical)~~

~~1382 Programmer I~~

~~1383 Programmer II~~

~~1479 Assistant Information Analyst~~

~~1579 Associate Programmer Analyst (Specialist)~~

~~1470 Associate Information Systems Analyst (Specialist)~~

~~1585 Associate Systems Software Specialist (Technical)~~

~~1581 Staff Programmer Analyst (Specialist)~~

~~1312 Staff Information Systems Analyst (Specialist)~~

~~1587 Systems Software Specialist I (Technical)~~

~~1583 Senior Programmer Analyst (Specialist)~~

~~1337 Senior Information Systems Analyst (Specialist)~~

~~1373 Systems Software Specialist II (Technical)~~

~~1367 Systems Software Specialist III (Technical)~~

~~2949 Instructional Systems Engineer, Commission on Peace Officer Stds.~~

~~2950 Sr. Instructional Systems Engineer, Comm. on Peace Officer Stds.~~

~~5170 Telecommunications Systems Analyst I~~

~~5171 Telecommunications Systems Analyst II~~

~~7737 Associate Program Systems Analyst~~

~~7738 Staff Program Systems Analyst (Specialist)~~

SEIU T/A

BU 11

BU 21

BU 3

~~7740 - Senior Program Systems Analyst (Specialist)~~

SE 14 7 / A

Margaret Maldonado

Larry Parker #4

Lt Trust unit 14

Ronald Jones BU 20

Brad Allen BU 11

BU 21

Lt Cuvant UA

Donna BU 3

Just 7 unit

Jodie Chapman

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

2/13/09
5:58AM

Article and Section No: 11.1

The Union proposes the following changes be made:

11.1 Salaries

A. There shall be no general salary increase for the term of this agreement. Generally, the salary rates shall remain in effect at the time of this agreement, unless amended pursuant to Articles 14.1 or 24.1, Section B.

SEIU T/A
Margaret Maldonado
[illegible] #4
[illegible] Unit 11
[illegible] BU 20
Brad Wilter BU 11
BU 21
[illegible] U17
[illegible] BU 3
[illegible] U-15

9/25/08

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11:25 Am
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126.5 +
127

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Unit: Unit 11
Date 9/25/08

Article and Section No: 11.3 **Proposal No.: 2**

The Union proposes the following changes be made to the following section:

11.3 Salary Definitions

JTP

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

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

B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., $2,300 x 1.05 = $2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., $2,415 ÷ 1.05 = $2,300).

11:25 am
TA 9/25/08
JTP

Brad Willis

11:25 am
9/25/08

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

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

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

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

G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

TA @ 9/25/08

Jan Frontman Paole

Bonny Morris

Chris Banyet

Kelsey Condlee

Brad Wilkie

Eric Collar

11:25 am
9/25/08

LOCAL 1000 SEIU Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

TA 2/13/09 TA 9:07p

Article and Section No: 11.4 **Packaged Proposal #3**

The Union proposes no changes be made to the following section:

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 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 more than four (4) salary advances per calendar year may be issued under these circumstances;
3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the State Controller's warrant for the pay period.

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

P2 11.4 CT

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

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

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

F. Overpayments or any other payroll errors shall be administered in accordance with Government Code section 19838 except as otherwise provided 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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UNION PROPOSAL
Bargaining Units: All
June 20, 2008

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Article and Section No: 11.7 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

11.7 Merit Salary Adjustments (MSA)

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

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

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

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J Sanders
3:48pm
9/29/08
TA

Page 108.5

2:32 pm
8/26/08

LOCAL 1000
SEIU
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UNION PROPOSAL
Bargaining Units: Unit 11
Date 8/19/08

Article and Section No: 11.8 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

11.8 Night Shift Differential

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

1. Employees shall qualify for the first night shift pay differential of forty cents ($.40) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
2. Employees shall qualify for the second night shift pay differential of fifty cents ($.50) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.

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

TA 8/26/08 2:32 pm

TA @ 232 pm
08/26/08
Jean Troutman Poo
Brad Willis
John Want
George E. Cornell Jr.
Bob Gardner
Bruce Weis

11:56 A — 1/20/09
page 1845

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Unit: Unit 11

Date: _____

Article and Section No: 11.9 **Proposal No.: 2**

The Union proposes no changes be made to the following section:

11.9 Bilingual Differential Pay

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

A. Definition of Bilingual Position for Bilingual Differential Pay:

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

Brad Wilson
Unit 11
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1/20/2009
Jan Frontman
Paul
George E. Connell
[illegible]
Sunny Francis

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01/20/09
Debbie True

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

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

3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of one hundred dollars ($100) per pay period including holidays.
2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight cents ($.58) per hour.

Brad Willis
UNIT 11
Craig Condlee
LCW
1/20/2009
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George E. Cornell
John Ward
BLW

TA
01/20/09
Debbie True

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 DPA 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 DPA 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 DPA 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.

Brad Willis
UNITII
Peg Condlee
1/20/2009
JTP
George E. Connell
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BRW

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

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

TA
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Debbie Fine

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.

Brad Wilton
UNIT 11

Patrick Cowdhee
1/20/2009

JTP
George E. Cornell Jr

John D Wood

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LOCAL 1000
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UNION PROPOSAL
Bargaining Units: All
June 17, 2008

Article and Section No: 11.10 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

This section is being added as new language to BU 17

11.10 Sustained Superior Accomplishment Awards

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

TA
6/17/08
~~1530~~ 1532

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6/17/08
~~3:30~~ 3:32pm
J Sanders

[illegible] U-15
Connie [illegible] BU 11
Jim [illegible] BU 3
Paul Gonzalez-Coke unit 1
[illegible] BU 14
N Lyerla BU 17
L [illegible] Joya Brown BU 20
Robert Kersch BU 4
T Lawhead U 21

LOCAL 1000
SEIU
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UNION PROPOSAL
Bargaining Units: All
June 17, 2008

Article and Section No: 11.11 **Proposal No.: 1**

The Union proposes the following changes be made to the following section:

11.11 Union/Management Committee on State Payroll System

The parties agree to establish a Union/Management Committee to advise 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 DPA shall designate a chairperson of the committee. The Union may have one representative from each ~~from~~ bargaining unit who shall serve without loss of compensation.

Ta'd 10:42a.m
Sanders
6/20/08

Margaret Maldonado
Connie Kaboury BU11
Robyn Shirles BU15
Robert Kersch BU4
Nancy L Lyerla BU17
Terry Lawhead U21
Rianna Jan BU20
Jim Stoff BU3
LaVerne Archie Burke

TA
12:11 am 1/25/09
Page 1895

Management Proposal

Bargaining Unit: 11 **Date:** 01/25/09
12:11 am

Exclusive Representative: SEIU, Local 1000

Subject: Article 11.12

ARTICLE 11.12

11.12 Deferred Compensation Plans

A. Employees are ~~to be included~~ eligible to participate in the State of California, Department of Personnel Administration's, 401(k) and 457 plans offered through the Savings Plus Program (SPP) ~~Deferred Compensation Programs~~.

B. ~~Eligible employees~~ Employees who are eligible under ~~IRS~~ Internal Revenue Code section 403(b) are ~~will be~~ eligible to participate in the 403(b) Plan as administered by the Office of the State Controller.

TA
Jan Thornton Pope
John D Warnt
Bromy Powers
Brad Willis
George E. Cornell Jr.
Le Roy Condon 12:11 am 1/25/2009

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All
Date: 1/6/09 @ 11:51a

CT 2/13/09 TA 9:07p

Article and Section No: 11.13

Package Proposal

The Union proposes the following changes be made to the following section:

11.13 Tax Deferral of Lump Sum Leave Cash-Out Upon Separation

A. To the extent permitted by federal and state law, ~~effective January 1, 2002~~ 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 ~~State's~~ Savings Plus Program (SPP).

B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than sixty (60) days prior to his/her date of separation.

C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the timing and amount of annual deferrals.

D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "overdefers" exceeding the limitation on annual deferrals).

E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's

P2 CT 11.13

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.

UNION

11:56 Am 1/20/09
Page 184-5

LOCAL 1000
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UNION PROPOSAL

Bargaining Units: Unit 11
June 23, 2008

Article and Section No: 11.17 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

11.17 Recruitment and Retention Differentials

A. Upon approval by the DPA, 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 DPA.

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.

Unit 11
Brad Willis
[illegible]
1/20/2009
Jan Frontman Poole
George E. Cornell
John Want
Barry Nevers

TA 01/20/09
Debbie True

TA 8/26/08
4:12 pm
Page 112.5

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: Unit 11
Date 8/26/08

2:44pm

Article and Section No: 11.20 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

11.20 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons

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

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

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

TA 4:12 pm
8/26/08

D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment

TA @ 8/26/08
Brad Willis
George E Cornell Jr

and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.

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

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

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

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

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

TA@ 8/26/08

JTP

George E. Cornell

4:26 pm
6/18/08 page 40.5

UNION PROPOSAL
Bargaining Units: Unit 11
June 18, 2008

6-18-08

Article and Section No: 11.23.11 **Proposal No.: 2**

The Union proposes the following changes be made to the following section:

11.23.11 Out-of-State Pay Differential (Unit 11)

Employees in the classifications listed below, who are out of state on a long-term assignment, shall receive an out-of-State pay differential as follows:

6/18/08 4:26pm

SCHEMATIC CODE	CLASS CODE	TITLE	PAY DIFFERENTIAL
GY10	3390	Assistant Steel Inspector	$465 per month
HB40	3462	Electrical Construction Inspector	$465 per month
UA40	8025	Disaster Assistant Programs Specialist I	$465 per month
UA45	8030	Disaster Assistant Programs Specialist II	$465 per month
UC30	8079	Disaster Worker Specialty Services (Various Disasters) ~~Disaster Assistant Programs Specialist II~~	$465 per month
HB70	3468	Mechanical Construction Inspector	$465 per month
GY20	3389	Structural Steel Inspector (Non-Destructive Testing)	$465 per month
GX90	3387	Associate Steel Inspector	$465 per month
HB30	3461	Electrical Construction Supervisor I	$465 per month
HB60	3466	Mechanical Construction Supervisor I	$465 per month
HA60	3449	Construction Inspector	$465 per month
HA50	3443	Construction Supervisor I	$465 per month

GP30	3043	Water Resources Technician II	$465 per month
		Water Resources Engineering	
GP20	3042	Associate	$465 per month

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Connie J Kaheany
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Brad Willis
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BU11 11-23 page 2

6/12/08 page 27.5 131 pm

LOCAL 1000
SEIU
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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 11.40.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

11.40.11 Operational Availability Incentive Program – DWR

A. The DWR has established a compensated time off (CTO) bonus as an incentive for Unit 11 permanent full-time employees to improve the operational availability of generating and pumping plants in the State Water Project.

1. On January 1 of each year, DWR will establish the operational availability goals (benchmarks) for each field division to be achieved by December 31 of that year. Operational availability goals for enumerated Bargaining Unit 11 classifications within each Operations and Maintenance Field Division will be based on the operational availability of that field division and eligible employees assigned to the Operations and Maintenance Headquarters shall be based on the goals achieved in the five (5) field divisions.
2. In the event of a major forced outage lasting more than two (2) weeks and involving half of a plant or more, DWR will notice the Union of the possible adjustment to the operational availability goals.

6/12/08

6-12-08
Connie Kabeary BUII
Brad Willis BUII
Jan Frontman Paole

B. Employee Eligibility

1. Must be an employee in a Bargaining Unit 11 classification utilized by the Division of Operations and Maintenance; and
2. The Operations and Maintenance Organizational Unit to which the employee is assigned meets its Operational Availability goal by December 31 of each year;
3. The employee has been assigned to that organizational unit in an eligible classification during the calendar year performing onsite work that contributes to the operational availability which qualifies to receive the CTO bonus;
4. The employee is assigned to Division of Operations and Maintenance either in a field division or headquarters position on December 31;
5. The employee has worked in such assignment at least one full calendar month.

C. The Operational Goals may be set at two levels: Initial Operational Availability Goal and Second Operational Availability Goal.

1. From January 1 each year through December 31 of that year, every eligible field division employee shall be awarded forty (40) straight time hours of CTO bonus if the Intial Operational Availability Goal is met as of December 31.
2. From January 1 each year through December 31 of that year, every eligible field division employee shall be awarded an additional forty (40) straight time hours of CTO bonus if the Second Operational Availability Goal is met.
3. Division of Operations and Maintenance headquarters eligible employees may receive up to eighty (80) hours of CTO bonus

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6/12/08

6/12/08
Connie Kelvany BU11
Jean Frontman Poole
Brad Willis
BL

per calendar year based on the increases achieved in the five (5) field divisions.

4. All eligible employees who are employed in the Division of Operations and Maintenance field division or headquarters position on December 31 shall receive the Operational Availability Incentive bonus for that field division or headquarters location.
5. Eligible employees shall not receive more than eighty (80) hours of Operational Availability Incentive bonus per calendar year.

D. DWR will make every effort to allow usage of the CTO bonus hours received by the employees. Usage of CTO shall be in accordance with section 19.2(C), (D), (E) and (G) of this Contract.

E. At the employer's option, for all Bargaining Unit 11, Division of Operations and Maintenance employees who are eligible for the Operational Availability Incentive bonus, Operational Availability Incentive Bonus CTO hours in excess of twenty (20) hours on the books may be cashed out on June 30 of every fiscal year.

F. This article is not subject to article 6.

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UNION PROPOSAL

Bargaining Unit: Unit 11

Date: _____

Article and Section No: 11.41.11 **Proposal No.: 2**

The Union proposes no changes be made to the following section:

11.41.11 Commercial Driver's License Differential (Unit 11)

A. Caltrans and DWR

Full-time, part-time or limited-term employees assigned to a Caltrans or DWR position requiring regular operation of vehicles which require a Class A or B Commercial Driver's License (CDL) shall receive a differential of one hundred fifty-five dollars ($155) for each qualifying pay period in which they are subject to performing these duties.

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B. Department of Fish and Game (DFG)

1. The DFG shall pay a differential of one hundred fifty-five dollars ($155) for each qualifying pay period to employees holding a Class A or B Commercial Driver's License (CDL) who:
   a. Are full-time employees, and
   b. Hold a Class A or B CDL, with appropriate endorsement(s) and medical examiner's certificate required by the DMV, and
   c. Are assigned to a DFG-designated position requiring regular operation of vehicles for which a Class A or B CDL is required.
2. The DFG shall annually identify the positions referenced in section B(1)(c) above and in so doing, will identify the appropriate CDL and endorsement(s) required for the position.

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Assignment of employees to these positions shall be at the department's discretion. Once positions have been designated, the positions shall not be undesignated prior to the next annual review unless there is a clear, articulable reduction in operational need such that the position would be rendered unnecessary. If DFG determines that a position should be undesignated outside the annual review process, the Union shall be notified and afforded an opportunity to discuss the action. Positions undesignated outside of the annual review process shall be subject to the formal grievance procedure. Otherwise the provisions of this subsection (B)(2) are neither grievable nor arbitrable.

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3. Employees shall be designated to receive this differential in the first qualifying pay period in which they have been assigned driving duty and will then be subject to the normal annual review process thereafter.

4. An employee whose required CDL and/or endorsement(s) is/are revoked or not renewed for any reason, or who is not operating vehicles satisfactorily, or who lacks the proper skill or qualifications to operate the subject vehicles at the worksite, may be subject to administrative transfer:
   a. Out of the position within which the differential is paid, or
   b. To a position not requiring the possession of a CDL, and will no longer be eligible for payment of the differential.

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5. The Union recognizes that the differential will not be paid to incumbents in those classes in which the SPB specification identifies possession of a CDL as part of the minimum qualifications of the class.

6. Notwithstanding classification specifications, employees receiving the differential can be required to operate vehicles as deemed necessary by the department. This provision is neither grievable nor arbitrable.
7. Subject to all of the provisions in subsections B(1) through B(5), part-time employees, including seasonals shall be eligible for payment of the differential on a pro rata basis.

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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 11.42.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

11.42.11 Water Treatment Plant Differential

A. Water Resources Technicians I and II employed at DWR water treatment plants, who are required by DWR to possess licenses and/or certificates pertaining to water treatment plant operation, shall receive a five percent (5%) differential. The differential shall be included when calculating overtime rates. The differential shall be considered compensation for purposes of retirement.

B. Water Resources Technicians I and II who are employed at DWR water treatment plants who are required by DWR to obtain a license and/or certificate pertaining to water treatment plant operation, and who successfully complete the examination for the same, shall be reimbursed for application, examination and renewal fees. Said employees shall be given a reasonable amount of time off work without loss of compensation to take licensing and/or certification examinations, provided the examination is on a scheduled work day and the employee gives his/her supervisor reasonable advance notice of the need to take time off.

C. Water Resources Technicians I and II who are required to possess a license or certificate pertaining to water treatment plant operations who fail to obtain or maintain a license or certificate, may be

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voluntarily or involuntarily transferred into another position or classification.

D. This section shall be subject to the grievance procedure up to and including the third level of review. It shall not be subject to arbitration.

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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 11.43.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

11.43.11 Diving Pay

A. This section shall apply to Unit 11 employees who are certified to dive by an organization recognized by the State, and required to dive by their appointing authority.

B. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of twelve dollars ($12) per diving hour.

C. New classifications may be approved for diving pay subject to agreement between the DPA and the Union.

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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 11.44.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

11.44.11 Long Term Differential

This applies to employees who otherwise qualify for long term per diem pursuant to article 12, Business and Travel Expenses. Employees receiving the differential provided for in this section shall not receive long term per diem.

A. Employees who are assigned in writing to Long Term Assignments (LTA) for more than one year (365 days) at the outset of their assignment letter and who otherwise qualify for long term per diem shall receive monthly pay differential in lieu of long term per diem for meals and receipted lodging.

B. To qualify for the LTA monthly differential, affected employees shall be required to submit receipts as proof that actual lodging expenses were incurred.

C. The LTA monthly differential will be paid for a period starting the first day of the actual assignment and will end the last day of the assignment. The monthly differential shall be pro-rated for months in which the LTA begins or ends in the middle of the month.

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D. The LTA monthly differential shall be one thousand eight hundred dollars ($1,800).

E. Long Term Differential Pay shall not be added to the base pay for purposes of calculating such things as overtime.

F. Long Term Differential Pay shall not be considered compensation for purposes of retirement contributions.

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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 11.45.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

11.45.11 DNA Pay Differential – Department of Justice (DOJ)

A. The parties agree that Laboratory Technicians (Criminalistics) working in the Bureau of Forensic Services at the DOJ shall receive a three hundred dollar ($300) per qualifying pay period differential if they meet the following criteria:

   a. They are assigned to a DNA Laboratory or DNA Unit in the Bureau of Forensic Services and their principal duties include DNA analysis, method development, training, or oversight and review of DNA work; and,

   b. They meet the DNA Advisory Board qualifications (education and experience) for a DNA analyst (casework or data bank) or technical leader.

B. The differential shall be considered when calculating overtime rates. The differential shall be considered compensation for purposes of retirement.

C. Selection and removal from assignments that qualify for the DNA differential shall be at the discretion of the DOJ. Employees removed from said assignments will be given thirty (30) calendar days advance notice before the differential is discontinued, unless the change is initiated by the employee.

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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 11.46.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

11.46.11 Pile Load Testing Differential

Caltrans employees who are assigned to pile load testing activities shall receive an hourly differential of one dollar twenty-five cents ($1.25) for every hour that they are engaged in pile load testing. For the purposes of this differential, employees are engaged in pile load testing whenever:

A. They are assigned to pile load testing duties at a specific site, and

B. The pile load testing equipment is enroute to, at, or enroute from that pile load testing site.

The differential stops for employees when they leave the pile testing crew during an actual pile load testing assignment for any reason.

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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 11.47.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

11.47.11 Climbing Pay

A. Air Resources Board (ARB)

ARB employees who are required to climb using hands and feet to the sampling point of smoke stacks or storage tanks at a height of thirty (30) feet upward or more shall receive an hourly differential of ten dollars ($10) per actual climbing hour. Said employees may be required to successfully complete training prescribed by ARB as a condition of employment in positions requiring climbing.

B. Caltrans and DWR

Caltrans and DWR employees who are required to climb using climbing equipment, and employees of the same departments who are required to hold backup safety lines for climbers, shall receive an hourly differential of ten dollars ($10) per actual climbing hour using climbing equipment or holding backup safety lines. Said employees may be required to successfully complete training prescribed by their respective departments as a condition of employment in positions requiring climbing or securing backup safety lines.

C. Department of Conservation

Department of Conservation employees who are required to climb using climbing equipment to earthquake sensor attachment points

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shall receive an hourly differential of ten dollars ($10) per actual climbing hour using climbing equipment.

D. Employees who satisfy the criteria contained in section 11.47.11(A), (B), and (C) will receive a minimum of one hour of climbing pay for any amount of climbing during the first hour of each day. Additional time spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.

E. The differential shall: (1) not be pro-rated; (2) not be subject to a qualifying pay period; (3) be applicable to all time bases and tenure; and (4) not be subject to PERS deduction.

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UNION PROPOSAL
Bargaining Units: Unit 11
~~June~~ July 23, 2008

Article and Section No: 11.48.11 **Proposal No.: 3**

The Union proposes the following changes be made to the following section:

11.48.11 Water Resources Technician II Differential

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A. The following differentials shall be paid to Water Resources Technician IIs (WR Tech IIs) in the Department of Water Resources (DWR) who qualify under the criteria stated herein.

1(a). WR TECH IIs having sixty (60) months of WR TECH II tenure and are at the top step of the WR TECH II level shall receive a monthly salary differential of four hundred twenty-four dollars ($424).

1(b). WR TECH IIs having ~~have~~ completed fifteen (15) semester or equivalent college units, as approved by DWR and who have twelve (12) months tenure at the WR TECH II level, shall receive a monthly salary differential of four hundred twenty-four dollars ($424). The fifteen (15) additional semester or equivalent units must be in a science, mathematics, or engineering curriculum of one of the college degrees referenced in subsection I below. College courses taken at a community college must be transferable to either a California State University or a University of California institution and fulfill course requirements for one of their degree programs referenced in subsection I.

1(c). WR TECH IIs who hold a four (4) year college degree in a DWR approved field of study per subsection I and have

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twelve (12) months tenure at the WR TECH II level, shall receive a monthly salary differential of six hundred thirty-six dollars ($636).

2. WR TECH IIs assigned to a DWR field assignment will receive a two hundred forty-one dollars ($241) per month differential provided they have served for twenty-four (24) consecutive months in a DWR field assignment after having reached the top step of WR TECH II and have completed the eighty (80) hour course in Water Resources Engineering Technology. Management will schedule each eligible employee's attendance in the eighty (80) hour course in Water Resources Engineering Technology within twenty-four (24) months of their appointment to a DWR field assignment at the WR TECH II level. A DWR field assignment is defined as a permanent assignment to field work outside the office over fifty percent (50%) of the time.

B. Counting base pay and Differentials 1 and 2, no WR TECH II may earn more than the top step of the salary of the Engineer, Water Resources, Range C. The SCO will calculate the amounts of the differentials and automatically limit amounts paid pursuant to this section.

C. Differentials 1(a), 1(b), and 1(c) <u>are</u> "permanent" in that they shall apply to qualifying WR TECH II employees unless the differential is removed by adverse action. Regarding Differentials 1(a), 1(b), and 1(c), employees may receive only one of these three (3) differentials at any time.

D. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is "permanent" so long as the qualifying WR TECH II remains assigned in a qualifying DWR field assignment, unless the differential is removed by adverse action. Payment of Differential 2 ceases when the employee leaves the DWR field assignment.

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E. A WR TECH II who previously received Differential 2 and lost it due to leaving the qualifying DWR field assignment will have the differential restored upon returning to a DWR field assignment, provided that the employee satisfies the differential's qualifications. Such employee returning to a DWR field assignment will not, therefore, have to satisfy the twenty-four (24) month continuous tenure requirement of A(2) again.

F. Qualifying WR TECH IIs may receive both Differential 1(a or b or c) and Differential 2 simultaneously, subject to the limitations of item B above.

table change
JCM

G. Both Differential 1(a through c) and Differential 2 ~~will~~ will count as salary for purposes of retirement, overtime, and benefit payment calculations.

H. Differentials will be paid to qualifying employees retroactively to the pay period when they meet the qualifications. No differentials will be granted prior to the July 2002 pay period.

I. WR Tech II Differential College Classes Differential A(1)(b).

The fifteen (15) additional semester or equivalent college units must be in the science, mathematics or engineering curriculum and be required for one of the college degrees referenced in differential A(1)(c).

table change

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~~I.~~ WR Tech II Differential College Classes Differential A(1)(c)

- Biology
- Chemistry
- Computer Science
- Construction Management
- Engineering – from non-accredited college
- Engineering Technology (including Agricultural)
- Geology
- Geosciences
- Hydrology
- Landscape Architecture
- Mathematics
- Physical Science
- Physics
- Plant and Soil Sciences

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UNION PROPOSAL

Bargaining Units: Unit 11

~~June~~ July 23, 2008

Article and Section No: 11.49.11 **Proposal No.: 3**

The Union proposes the following changes be made to the following section:

11.49.11 Transportation Engineering Technician Differential

A. The following differential shall be paid to Transportation Engineering Technicians (TET) in Caltrans who qualify under the criteria stated herein.

1(a). TETs having sixty (60) months of TET tenure and are at the top of TET, Range C level shall receive a monthly salary differential of four hundred twenty-four dollars ($424).

TA

1(b). TETs having completed fifteen (15) semester or equivalent college units, as approved by CalTrans, that exceed the two (2) years of education of a curriculum beyond the twelfth (12th) grade required to meet the TET Minimum Qualifications and who have twelve (12) months tenure at the TET, Range C level, shall receive a monthly salary differential of four hundred twenty-four dollars ($424). The fifteen (15) additional semester or equivalent units must be in a science, mathematics, or engineering curriculum college degrees referenced in subsection ~~B~~ ACM I. JT-P

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John D. Ward
Chris R. Barnett

1(c). TETs who hold a four (4) year college degree in a CalTrans approved field of study per subsection ~~B~~ ACM and have twelve (12) months tenure at the TET, Range C level, shall receive a monthly salary differential of six hundred thirty-six dollars ($636).

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2. TETs assigned to a Caltrans Construction assignment will receive a two hundred forty-one dollars ($241) per month differential provided (a) they have served for twenty-four (24) consecutive months in a Construction field assignment after having reached the top step of TET, Range C and have completed the Construction Academy bootcamp per subsection J~~(a)~~, and (b) they have completed any required classes, or they have obtained any required certifications in CalTrans' prescribed test methods necessary to perform their job duties.

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Management will schedule each employee's attendance at the Construction Academy bootcamp within twenty-four (24) months of their appointment to a Construction field assignment.

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If new job related classes or certification requirements are required in the future, CalTrans will notice the Union and will schedule employees to participate in such classes as soon as possible to meet the new requirements.

B. Counting base pay and Differentials 1 and 2, no TET may earn more than the top step of the salary of the Transportation Engineer (Civil), Range C. The SCO will calculate the amounts of the differentials and automatically limit amounts paid pursuant TO this section.

table change

C. Differentials 1(a), 1(b) and 1(c) are "permanent" in that they shall apply to qualifying TET, Range C employees unless the differential is removed by adverse action. Regarding Differentials 1(a), 1(b), and

1(c), employees may receive only one of these three (3) differentials at any time.

D. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is "permanent" so long as the qualifying TET, Range C remains assigned in a qualifying CalTrans Construction assignment, unless the differential is removed by adverse action. Payment of Differential 2 ceases when the employee leaves the CalTrans Construction assignment.

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E. A TET Range C who previously received Differential 2 and lost it due to leaving the qualifying CalTrans Construction assignment will have the differential restored upon returning to a CalTrans Construction assignment provided that the employee satisfies the differential's qualifications. Such employee returning to a CalTrans Construction assignment will not, therefore, have to satisfy the twenty-four (24) month continuous tenure requirement of A~~1~~2 again.

F. Qualifying TETs may receive both Differential 1 (a, or b, or c) and Differential 2 simultaneously, subject to the limitations of item B above.

G. Both Differential 1 (a through c) and Differential 2 will count as salary for purposes of retirement, overtime, and benefit payment calculations.

H. Differentials will be paid to qualifying employees retroactive to the pay period when they meet the qualifications. No differentials will be granted prior to the July 2002 pay period.

I. TET Differential College Classes Differential A1(b)

The fifteen (15) additional semester units must be in the science, mathematics or engineering curriculum and be required for one of the college degrees referenced in differential A1(c).

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~~J.~~ TET Differential College Degrees

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Chemistry
Computer Science
Constructing Management
Engineering – Non-accredited College
Engineering Science
Engineering Technology
Geological Science
Geology
Geoscience
Landscape Architecture
Mathematics
Physical Science
Physics

table change JCM

J ~~K.~~ Construction Academy ("Bootcamp")

Module	Hours	
1) Organization	2.50	
a) Contracts & Plans		1.00
b) How Caltrans builds projects		0.50
c) Construction roles & responsibilities		1.00
2) Reporting Contractor's Activities	1.50	
a) Importance of Complete & accurate diary		0.50
b) Correct method for thorough documentation		1.00

3) Materials	1.50	
a) Resources & References		0.50
b) METS & RE responsibilities		0.50
c) Documentation		0.50
4) Progress Pay	10.00	
a) Contract pay items		6.00
b) Materials on hand		1.50
c) Progress Pay		1.00
d) Extra work bills		1.50
5) Administration Issues	1.50	
a) Communication Equipment		0.50
b) Time log & other equipment reports		0.25
c) Vehicle usage		0.75
6) Human Relations	3.00	
a) Relationship with contractor		1.50
b) Public & media		0.50
c) Outside agencies		0.50
d) Ethics		0.25
e) Workplace violence		0.25
7) Environmental	3.00	
a) Water pollution		1.50
b) Environmental issues & procedures		0.75
c) Archeological sites		0.75
8) Safety	3.00	
a) Roles & responsibilities		1.00
b) Personal safety		0.50
c) Project safety		0.50
d) Public safety		0.25
e) Incident reporting		0.75
Total Construction Academy Hours	26.00	

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Management Proposal

Bargaining Unit: 11 **Date:**

Exclusive Representative: SEIU, Local 1000

Subject: Article 11.50

Article 11.50

The State proposes rollover of the current language.

11.50 Phlebotomy Differential

Unit 11 employees who are in the classifications of Laboratory Assistant, Correctional Facility or Senior Laboratory Assistant, Correctional Facility who are certified as Laboratory Technicians I or II and whose Individual Duty Statement requires that they draw blood shall receive a differential of $125 a month to be administered in accordance with the Stipulated Grievance Settlement Agreement, DPA No. 04-11-0007, between SEIU Local 1000 and the State of California, Department of Corrections and Rehabilitation.

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~~UNION~~ PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 12.1 TA 2/13/9 9:07 pm

The Union proposes the following changes be made to the following section:

12.1 Business and Travel Expense

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 DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference 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. Each item of expenses of twenty-five dollars ($25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars ($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 expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

A. Meals/Incidentals: Meal expenses for breakfast, lunch, and dinner will, be reimbursed in the amount of actual expenses up to the maximums. The term "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. It does not

CT 12.1 pg2

include taxicab fares, lodging taxes or the cost of telegrams or telephone calls.

1. Rates - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

   a. Statewide:

      Breakfast up to ~~six dollars ($6)~~ eight dollars ($8)

      Lunch up to ~~ten dollars ($10)~~ fifteen dollars ($15)

      Dinner up to ~~eighteen dollars ($18)~~ twenty five dollars ($25)

      Incidentals up to ~~six dollars ($6)~~ seven dollars ($7) (Every full twenty-four [24] hours of travel)

      Total up to ~~forty dollars ($40)~~ fifty five dollars ($55)

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

      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 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

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breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

1. Regular State Business Travel

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 to eighty-four dollars ($84) plus applicable taxes.

B. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of one hundred forty dollars ($140) plus applicable taxes. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to one hundred ten dollars ($110) plus applicable taxes.

2. State Sponsored Conferences or Conventions

For receipted lodging while attending State sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging up to one hundred ten dollars ($110) plus applicable taxes.

3. Non-State Sponsored Conferences or Conventions

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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 prior advance written approval from the DPA. The DPA 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 may not claim lodging, meal, or incidental expenses within fifty (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.

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 two hundred dollars ($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 one thousand one hundred thirty dollars ($1,130) per calendar month while on the long-term assignment, and actual expenses up to ten dollars ($10) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to five dollars ($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 twenty-four dollars ($24) for actual meals and incidentals and twenty-four dollars ($24) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty-four–dollars ($24) for actual meals or twenty-four dollars ($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.

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 twelve dollars ($12) for actual meals and incidentals and twelve dollars ($12) for

CT 12.1 pg 7

receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either twelve dollars ($12) for actual meals or twelve dollars ($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 long term assignment (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 DPA 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 DPA policy regarding an employee leaving the LTA location on personal business:

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

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-

CT 12.1 pg 8

State travel will be reimbursed in accordance with the provisions of long-term travel above.

E. Out-of-Country Travel: For short-term out-of-country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column (B) of the Maximum Travel per Diem Allowances for Foreign Areas, section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, appendix B. Long-term out-of-country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by the DPA. Subsistence shall be paid in accordance with procedures prescribed by the DPA. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

F. Transportation: Transportation expenses include, but are not limited to, airplane, train, bus, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed.

1. Mileage Reimbursement

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

CT 12.1 pg 9

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 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. 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 rate of fifty cents ($.50) cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

4. 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 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.

5. <u>State employees may be reimbursed for up to two (2) checked bags as a business expense.</u>

G. Receipts: Receipts or vouchers shall be submitted for every item of expense of twenty-five dollars ($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 twenty-five dollars ($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 ten dollars ($10) or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, <u>fax</u> ~~tax~~, or other business charges related to State business of five dollars ($5) or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted 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.

CT 12.1 pg11

H. ~~Within thirty (30) days from the date of ratification of this contract, the State and the Union agree to establish a committee with an equal number of representatives to discuss business and travel expenses and make recommendations by June 1, 2009 for implementation by July 1, 2009.~~

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date: _____

Article and Section No: 12.2 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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.

9/16/08 CLF

TH
9/16/08
1:38 pm
J Sanders

N Lyerla BU 17
BU 19
Brad Willis BU 11
T Lawhead U21

3:26

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 26, 2008

Article and Section No: 12.3 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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 leased 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 parking lots where employees do not currently pay parking fees. Rates at new lots 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.

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

9/30/08 CLF

TA'd 9/~~29~~/08

T Lawhead U21

Bu17

U-15 BU4

Brad Willis BU 11

Bu 1

Ta J Sanders 11:44am 9/30/08

LOCAL 1000 SEIU Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date: _____

CT 2/13/09 9:07 p TA

Article and Section No: 12.4 Packaged Proposal #4

The Union proposes no changes be made to the following section:

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) 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

P2 CT 12.4

together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

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

LOCAL 1000
SEIU
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UNION PROPOSAL
Bargaining Units: All
June 26, 2008

6/26/08
1529

Article and Section No: 12.5 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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.

9/30/08
CLF

TA'd ~~9/29/08~~ 11:45

To J Sanders
11:45am
9/30/08

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All

Date _____

Article and Section No: 12.7

The Union proposes the following changes be made:

TA 2/13/9 9:07 pm

12.7 State Owned Housing

Where SEIU Local 1000 represented employees are currently paying rent, the State agrees not to increase rental rates. This provision expires June 30, 2010. Where any provision below conflicts with this provision, this provision shall supercede and control.

A. Housing

Annually for the duration of this Contract, current rental rates for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates up to twenty-five percent (25%) each year.

2. During the term of this Contract, where no rent is being charged, the State may raise rents up to seventy-five dollars ($75) per month, or when an employee vacates State owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the fair market value.

3. Employee rental of State owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.

SEIU T/A

Unit 14

Unit 11

BU21

BU13

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CT 12.7 pg2

4. Employees renting State owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

B. Utilities

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

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.

2. Where no utilities are being charged, the State may impose such charges consistent with its costs.

3. Where utilities are individually metered to State owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

C. Notwithstanding any of the above, the Department of Fish and Game (DFG) will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.

SEIU T/A

Unit 14

Bud Wells

UNIT 11

BU21

BU3

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CT 12.7 pg3

D. The DFG 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 – DFG (Unit 11)

1. Reimbursement for Possessory Interest Taxes

The DFG will directly pay the possessory interest taxes for ~~reimburse~~ 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. ~~Employees shall follow department procedures for filing claims for reimbursement. The department will not be responsible for any late charges or assessments incurred by the employees due to delinquent payment of the possessory interest taxes.~~

2. Working Condition Fringe Benefit Exception

(a) This subsection E(2) shall apply to employees whose residency in State-owned housing satisfies the criteria for the working condition fringe benefit exception found in tax laws.

(b) Possessory interest reimbursement provided by the DFG shall not be reported to the SCO as income subject to

CT 12.7 pg4

taxation and other withholdings when an employee completes required forms and submits them to the DFG by the date management specifies. The DFG 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) Employees who had possessory interest reimbursements reported as income during calendar year 2000 shall upon request be reimbursed for the amount they lost because the working condition fringe benefit exception was not applied. Employee requests for reimbursement shall be made on a form provided by the DFG. Employee requests must be submitted to the DFG no later than June 30, 2002.~~

(c) ~~(d)~~The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration provisions of this Contract.

~~F. Possessory Interest Taxes~~

~~The parties agree to seek a determination from the IRS about whether State reimbursement of employee paid possessory interest taxes constitutes a taxable reimbursement for employees who live in State owned housing as a condition of employment. The parties shall abide by this determination.~~

TA 8/26/08 2:76 pm
Page 109-5

UNION PROPOSAL

Bargaining Unit: Unit 11
Date: 8/19/08

Article and Section No: 12.8 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

12.8 Overtime Meal Benefits and Allowances - CDCR

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

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

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.

TA 8/26/08 2:46 pm

T/A'd 08/26/08
Brad Willis UNIT 11

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

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

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

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

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

TA ACM
8/26/08
2:46 pm

TAed 8/26/08 @ 2:46pm
JAW
JTP
Los Lagos Condlla
Brunswick

11:56 AM 1/20/09
Page 184.5

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Unit: Unit 11

Date: _____

Article and Section No: 12.9 **Proposal No.: 3**

The Union proposes that no changes be made to the following section:

12.9 Overtime Meal Allowance

A. Up to 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. ~~Except for Units 14 and 20~~ No overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

Brad Willis
UNIT 11
Craig Condlin
1/20/2009
Jan Frontman Pooce
George E. Cornell II
John Wanat
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01/20/09
Debbie Grue

T.A
12:12 Am
1/25/09
page 189.5

Management Proposal

Bargaining Unit: 11 **Date: November 12, 2008**

Exclusive Representative: SEIU, Local 1000

Subject: Damaged or Destroyed Personal Property

The State proposes no changes to the language of the following section:

12.10 Damaged or Destroyed Personal Property

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.

TA @ 12:12 am
01/25/09
Jan Frontman Poole
John D Vant
Bruny Norris
Brad Willis
George E. Cornell
Leroy Cornell 1/25/2009

TA
12:12 AM
1/25/09
Debbie Fuse

11:09 AM RC
page 21.5

TA
12:12 AM
1/25/09
Page
189.5

Management Proposal

Bargaining Unit: 11 **Date: June 11, 2008**

Exclusive Representative: SEIU, Local 1000

Subject: Uniform Replacement Allowance

The State proposes no changes to the language of the following section:

12.11 Uniform Replacement Allowance

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed $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, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.
2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.
4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.
5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

TA @ 12:12
01/25/09

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12:12 AM
1/25/09
Debbie Tree

Brad Wilkes
George E. Cornell
Betsy Cordle
1/25/2009

Management Proposal

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 authorization 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.

JTP John Vanuf

BKW

1/25/09 @ 12:12am

Brad Wilter

George E. Cornell Jr

Patricia Cavallaro 1/25/2009

TA 12:12 AM 1/25/09 Debbie True

m 10:45 2:05 pm RO 6/11/08

UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 12.12.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

12.12.11 Safety Footwear

A. Unit 11 "field" employees assigned to "field positions" shall be responsible for purchasing safety footwear if required (and not provided) by Caltrans and the DWR. For the purposes of this section, "field employees" are defined as full-time Unit 11 employees assigned to work outside of an office for an average of twenty-five percent (25%) of the time during the eighteen (18) month reimbursement period. "Field position" is defined as a position that encompasses work tasks that are performed outside of an office setting on more than an occasional basis. Typically, this includes on site tasks such as reviewing a contractor's operation, inspecting field conditions or work performed by contractors, field surveying, landscape review, materials testing, construction layout and staking, and maintenance.

B. For the purposes of this section, safety footwear is defined as steel-toe boots/shoes, or a serviceable leather work shoe or boot that complies with the departments' written policy, if any, and which the department requires to be worn while carrying out the duties of the employee's position.

C. The State shall reimburse full-time employees for the actual cost of safety footwear, not to exceed one hundred dollars ($100) once every

TA 6/11/08 BL

eighteen (18) months. Reimbursement will be made upon attainment of eligibility as defined above.

D. Receipts may be required to verify the actual cost of the safety footwear.

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ACM 6/11/08

Connie Kabray

Brad Wilts

Benjamin

Jan Grootman Poole

passed by union 8/26/08 2.54 pm
Page 110.

UNION PROPOSAL

Bargaining Units: Unit 11
Date 08/19/08 2:24pm

Article and Section No: 12.13 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

12.13 Tools, Business Equipment, Materials and Supplies

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
2:54 pm
8/26/08

8/26/08
T/A'd @ 2:54
BU-11

12:41 AM 6/23/08 page 49

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: Unit 11
June 23, 2008

Article and Section No: 12.14 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

12.14 Professional Dues

In recognition of the professional nature of employees, each department, commission, board, or agency may reimburse an employee for up to fifty dollars ($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 6/23/08

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Connie J Kabeary
BVII
Benjamin
Jan Stroutman
Carle
Brad Wiles

Passed by Union 8/26/08 2:58 pm
Page 110

2:58

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: Unit 11

Date 08/26/08

Article and Section No: 12.15 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

12.15 Reimbursement of Fees

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.

8/26/08
2:58 pm

T/A @ 2:58
08/26/08
Unit 11
Brad Wilter
John Dwarnt
George E. Cornell Jr.
Jean Frontman
Carole
Betsy Condell
Bronny Weis

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RO
6/11/08

UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 12.20.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

12.20.11 Pest Control License

A. When a State agency determines that it is in the employer's best interest to require employees to acquire and maintain an Agricultural Pest Control License as defined in Food and Agriculture Code section 12201 et seq., the affected employees shall be so notified by their supervisors.

B. The employer will reimburse employees for filing, examination and renewal fees associated with acquisition of the license provided:

a. The employee is authorized in advance to take the exam or renew the certificate and,

b. The employee successfully passes the required examination and is issued the license.

6/11/08

6/11/08

Management Proposal

Bargaining Unit: SEIU Common Table

Exclusive Representative: SEIU

DATE: 11/17/08
1521

Subject: Article XIII, Section 13.1 – Performance and Evaluation Materials

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

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

B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena. No rank and file shift lead shall be authorized access to an employee'(s) files, except with prior written approval of the employee

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

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

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

Ta Sanders
11/18/08
5:56pm

Rocky Shanks 11-15
Marlene Curley 11
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F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.

G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.

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

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N Lyerla BU17
Brad Willis BU11
T Rawhead BU21
Allen Gil BU14
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Roland Becht BU4
Harlene Curley BU1
Roy Charles BU15

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9/19/08
Page 116
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UNION PROPOSAL

Bargaining Units: Unit 11
Date: 9/19/08

Article and Section No: 13.2 **Proposal No.: 1**

The Union proposes no changes be made to the following section:

13.2 Personal Performance Session

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.

Brad Willis UNIT 11
09/19/08
Anonymous

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Page 184.5

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UNION PROPOSAL

Bargaining Unit: Unit 11
Date: _____

Article and Section No: 13.3 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

13.3 Joint Apprenticeship Committee

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.

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.

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Brad Wilkes
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George E. Connell
John Ward
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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 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.

Brad Willis
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George E. Cornell
John D. Watts
BLW

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9/25/08
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UNION PROPOSAL

Bargaining Unit: Unit 11

Date: 09/25/08

11:8am

Article and Section No: 13.6 **Proposal No.: 2**

The Union proposes the following changes be made to the following section:

13.6 Performance Appraisal of Permanent Employees

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.

~~This section shall also apply to the exempt staff of the Special School of the DOE.~~

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page 18 of 5

UNION PROPOSAL

Bargaining Unit: Unit 11
Date: _____

Article and Section No: 13.10.11 **Proposal No.: 3**

The Union proposes no changes be made to the following section:

13.10.11 Education and Training (Unit 11)

A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of employees through education and training activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.

TA 01/20/09 Debbie Jue

B. Each State department shall make its training policies and, annually, its training course list available at work sites. Each department shall provide annually and upon request by the Union a copy of its training course list and its training budget as it appears in the Governor's Budget. Budgeted training funds shall not be used for training private sector contract employees who would do the work normally performed by bargaining unit employees.

Unit 11 1/20/2009

C. New employees to a department shall, within sixty (60) days after reporting to work, be given an orientation session by their supervisor or other departmental representative.

D. Individual Development Plans (IDP)

1. Each State department shall be required to complete an annual IDP for each permanent full-time employee and for PI

employees who work seven hundred and fifty (750) hours or more annually.

2. The State agrees to provide training opportunities and funding to fulfill the training courses on an employee's IDP when and subject to conditions agreed to between the employee and the employee's supervisor in the IDP.

TA ~~01/09~~ 01/20/09 dmo

3. An employee's request for attendance at scheduled training courses agreed to in an IDP for that year shall not be unreasonably denied. Reasonable denial would include a reduction in the division or program training budget.

4. When operational needs or emergencies preclude attendance at training courses agreed to in an employee's IDP, the employee shall, upon request, be approved to reschedule and attend the course based on what is convenient for the employee and operationally feasible for the State.

Brad Willis
UNIT 11
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George E. Cornell
John Ward
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5. Nothing in this section shall be construed to prevent the State from requiring an employee to attend training.

E. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related meetings, seminars, conferences and conventions.

F. Training Categories/Definitions

1. Job-Required Training, including safety training, is designed to assure adequate performance in an employee's current

assignment or classification and includes training necessary for newly assigned employees; refresher training for the maintenance of ongoing programs; and training mandated by law or other State authority.

2. Job-Related Training is designed to increase an employee's job proficiency and includes training to improve job performance above the acceptable level of competency established for specific job assignment or classification, and training to prepare an employee for assuming increased responsibility.

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3. Career-Related Training is designed to assist an employee in the development of career potential and is intended to help provide an employee with an opportunity for self-development while also assisting in the achievement of the State's mission. This training does not have to be related to the employee's current classification or assignment.

Brad Willis
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4. ~~In~~-Service Training is sponsored, administered or contracted for, by the State for its employees. Such training includes courses or activities designed and administered by State departments individually or in joint agreement; offered by the DPA; designed or contracted exclusively for the State through private consultants or firms, regional training centers, accredited colleges or universities, or other non-State agencies.

5. Out-Service Training is sponsored by a non-State agency and is open to the public as well as State employees.

6. Training conferences are training activities conducted primarily for educational development purposes and not primarily for professional and social affiliation purposes. Training conferences may be a job-required, job related, or career related training activity.

G. Reimbursement for Job-Required Training Expenses

1. The State agrees to reimburse employees for expenses incurred as a result of job-required training consistent with the Business and Travel article of this Contract. When an employee's approved participation is identified as job-required by the appointing authority, the employee shall be fully reimbursed for tuition and other necessary expenses that include:

   a. Tuition and/or registration fees;
   b. Cost of course-required books and materials;
   c. Transportation or mileage expenses;
   d. Toll and parking fees;
   e. Lodging and subsistence expenses.

2. Employees who attend training and education courses required by the state shall be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. An employee's normal working hours may be adjusted so attendance occurs on state time. For courses that are scheduled during off-duty hours, such hours shall be considered work time and they will be compensated according to the employee's designated Work Week Group.

H. Reimbursement for Job-Related Training Expenses

1. When participation in training is identified by the appointing authority as 'job-related', full reimbursement of approved training or education courses may be provided in accordance with the Business and Travel article of this Contract for tuition and other necessary expenses as outlined above for job-required training.

TA 01/20/09

2. Employees who attend 'job-related' training and education courses may be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. When job-related training occurs outside of normal working hours, an employee's normal working hours may be adjusted so attendance occurs on state time. For courses that are scheduled during off-duty hours, such hours may be considered work time and would be compensated according to the employee's designated Work Week Group.

I. Career Related or Upward Mobility Training Expenses

1. When participation in training is identified by the appointing authority as 'career-related' or as part of an upward mobility plan, the State will reimburse employees for up to fifty percent (50%) of course required books, tuition, materials and registration fees of approved training or educational courses. Normally the employee will attend the training on his or her own time.

Brad Willis UPIT 11 1/20/2009 JTP

J. An employee who willfully or negligently fails to satisfactorily complete a training or education course (required or approved by the

department) as specified by the training provider shall not be eligible for reimbursement of tuition and other necessary expenses, and shall return any advance payment received.

K. The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses incurred, if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee. Expenses subject to reimbursement pursuant to this subsection shall be limited to those that the employee would have otherwise been entitled to receive pursuant to this Contract.

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L. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when their positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.

UNIT 11 Ray Conchas 1/20/2009 JTP George E. Cornell John Wast BLW

M. Each Department, upon request of an eligible employee as defined in the Class A and Class B Commercial Driver's License section of this Contract, will make available any public information prepared by the DMV covering the commercial driver's license examination.

N. Each State department, through its annual training plan process, will provide employees training in handling hostile and threatening behavior where required for safety purposes.

O. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.

Brad Willis
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George E. Cornell Jr.
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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 13.13.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

13.13.11 Professional Certification or Registration

A. For purposes of this section "permanent" means that unit member has completed at least one full probationary period in a Bargaining Unit 11 represented classification and achieved permanent status in that classification.

B. The State shall provide to a permanent Unit 11 employee application reimbursement and up to eight (8) hours CTO time at straight rate upon successful completion of a Professional License or Certification as listed. CTO is applicable only when the examination was taken on the employee's own time. The Professional License or Certification examinations are any of the following:

1. Engineer-in-Training
2. Engineer
3. Land Surveyor-in Training
4. Land Surveyor
5. Landscape Architect Registration Examination (LARE)
6. Structural Architect Registration

C. The State shall reimburse permanent employee's renewal fees for Professional Licenses listed above.

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D. Notwithstanding any other section, the State shall reimburse permanent employees for engineering general review courses relative to the above professional license or certification examinations on a one-time basis only. Certificate-of-completion shall be required. Employees must receive prior approval from their supervisor, in accordance with each department's procedures, and be signed up to take the examination in order to receive review course reimbursement.

E. Employees in remote areas (where review courses may be unavailable) will be reimbursed on a one-time basis only for either a correspondence course, video tape course, personal computer course, purchase of review course books or a specially designated course.

F. State release time, during working hours, without loss of compensation will be provided for attendance at review courses. Transportation costs involved with review courses will not be reimbursed by the State.

G. The State will pay a one-time bonus of five hundred dollars ($500) to any permanent Unit 11 employee who attains any of the above applicable license or certification.

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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 13.14.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

13.14.11 Special Certification Requirements – Caltrans

A. This section applies to incumbents and future Caltrans employees in the following classifications: Assistant and Associate Steel Inspector, Structural and Lead Structural Inspector, Non-Destructive testing as described below.

1. Incumbent employees trained at State expense to become certified by the American Welding Society (AWS) at acceptable levels described below.
2. Employees hired after November, 1998, who already possess an active AWS certification for welding inspection as part of the requirement for participating in the exam process.
3. Employees trained and certified at Level II (limited) in Ultrasonic testing, radiographic testing, magnetic particle testing, and penetrate testing.

B. The State will assume the cost of certifying incumbents and will pay costs for future re-certification for all employees in this series.

C. Certification by the AWS may be obtained and is acceptable to the department at the following levels:

American Petroleum Institute, (API) 1103

American Society of Mechanical Engineers (ASME) Section 8 & 9.

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Jan Frontman Poole

AWS D1.1 Welding Code

AWS D1.5 Welding Bridge Welding

D. No employees will be adversely affected for failure to become certified in one of these disciplines but will be provided administrative time off to participate in re-examination in order to maintain their certification.

E. This section shall be subject to re-negotiation resulting from changes enacted by the American Welding Society or federal mandates affecting performance of these inspections.

F. Employees obtaining these certifications will not be expected to perform the actual testing, but will be expected to ensure that the tests are performed in accordance with Code and contract specs.

G. Employees holding any of the certificates in section (A)(2) shall receive a one-time bonus of five hundred dollars ($500) for obtaining an American Welding Society certified welding inspection certification. Employees holding any of the certificates in section (A)(3) shall receive a one-time bonus of five hundred dollars ($500). The most a single employee can receive is one thousand dollars ($1,000) regardless of the number of certificates s/he receives.

H. Employees hired after November 1998 will be required to maintain an AWS certification as part of their employment in their respective class.

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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 13.15.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

13.15.11 Technician Rotation – Caltrans

A. Caltrans will implement and maintain a Transportation Engineering Technician (TET) Rotation Program as described in the published TET Rotation Program.

B. Participation in the Rotation Program is voluntary for all permanent, full-time TETS in the large Districts (3, 4, 6, 7, 8, 10, 11, and 12).

C. Headquarters Units will coordinate with districts to become involved. Management will consider requests of Headquarters technicians if assignments are available in adjacent districts that would not require a change in the employee's residence.

D. Requests of employees in small districts (1, 2, 5, and 9) who desire an individual rotational program will be considered.

E. The rotation program participation shall be voluntary by employees. To qualify to be involved in a rotation program, the TET:

1. Must have permanent status as a TET (completed probation period); and
2. Must demonstrate, if requested, a knowledge of algebra and trigonometry, and

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3. Must have been in present functional area for one year (time can be reduced on an individual basis).

F. Once an employee is committed to participate he/she shall complete the rotational assignment unless a mutual agreement by management and the employee is reached to terminate rotation. The participant's request of an assignment at the end of rotation shall be considered, however, operational needs shall determine the employee's assignment at the time of completion.

G. The rotation program will not exceed two (2) years from the date it is started except in unusual circumstances. Generally an assignment will be no less than three (3) months and no more than six (6) months. Assignments may be extended or reduced based on operational needs.

H. The rotational training assignments will involve any three (3) of the following major engineering functional areas:

Construction, Design/Project Hydraulics, Maintenance, Material Lab, Transportation Planning and Environment.

I. Each employee participating in the rotation program shall be assigned a Counselor for the purpose of jointly assessing program and the individual's progress on a periodic basis.

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UNION PROPOSAL

Bargaining Units: All
Date: _____

Article and Section No: 13.X.

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The Union proposes the following section be added to Article 13:

13.X The Institute for Quality Public Services

A. The Institute for Quality Public Services

The Union and the State shall establish the Institute for Quality Public Services. The Institute shall consist of a Joint Labor-Management Training Committee and a Trust Fund.

The purpose of the Institute is to administer continuing education and professional development programs for SEIU Local 1000 bargaining units.

B. Joint Labor-Management Committee

The State and the Union shall each be entitled to select a maximum of nine (9) representatives to the committee. The co-chairs of the committee shall be one (1) individual selected by the Union and one (1) individual selected by the State. Committee members shall serve without loss of compensation. The committee shall meet a minimum of once a month. The committee is charged with ~~establishing~~ developing a Trust Fund, that meets all applicable ~~state~~ and federal requirements.

C. Training Programs

1. The programs which the committee shall make available to employees shall provide both continuing education and

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professional development, with the goal of providing quality public services and career opportunities for state employees.

The committee shall explore (but not be limited to) the following:

a. Grants
b. On-line courses and catalogs
c. College courses and catalogs
d. Certificated programs for occupational groups
e. Survey/assessment tool to focus on employee strengths and training needs
f. In-service training
g. Scholarship programs
h. Other career development opportunities.
i. Apprenticeship Programs

2. The form, content and funding of these programs shall be developed and established by the committee. In this regard, it is the intent of the parties that the committee engages qualified professionals and specialists in the delivery of adult education and training to create detailed curricula for all aspects of the training programs.

D. Institute Trust Fund

Effective July 1, 2009, the State shall contribute one million dollars ($1,000,000) to the Institute for use by the Trust Fund. The trustees shall be responsible for the tracking and accountability of the funding, which shall include appropriate reports to the Legislature which it may require.
Nothing shall preclude the union from contributing to this trust fund

CT 13.x pg3

The trust fund shall be administered by five (5) trustees appointed by the Union and five (5) trustees appointed by the State. The trustees will administer training programs recommended by the committee. All direct staffing and administrative costs, as well as providers, shall be paid through the Trust Fund.

The parties agree that the Labor Management Committee is designed to work out all implementing details of a trust fund and that the committee will provide all recommendations to the Legislature for their consideration prior to the establishment of the trust.

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Unit 17

Julie Chapman

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Unit: Unit 11
Date: _____

Article and Section No: 13.X.11 **Proposal No.: 5**

The Union proposes the following new section be added to Article 13:

13.X.11 20/20 Program

Starting on or before June 1, 2010, the State, where fiscally feasible, shall provide 20/20 programs for Unit 11 employees. 20/20 programs involve employee participation in a formal educational curriculum up to twenty (20) hours per week without loss of compensation when the employee would otherwise be scheduled for work. At the request of the Union, individual department(s), where fiscally feasible, shall meet to explore the development of a 20/20 program(s).

Brad Allen
Bronwyn Weis
George E. Cornell Jr.
John Ward B.U. 11
Stacy Cavallaro 2/13/2009

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
DATE: _____

Article and Section No: 14.1 **Proposal No.: 1**

The Union proposes no changes be made to the following section:

14.1 Classification Changes

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

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

C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the SPB for the non-hearing calendar.

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

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

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UNION PROPOSAL

Bargaining Units: All
Date: _____

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Article and Section No: 14.2

The Union proposes no changes be made to the following section:

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

A. Definitions

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

   Duties that are appropriately assigned to incumbents in the employee's current classification are not out of class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the California SPB specification.

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

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

P2 CT 14.2

highest range of the class in which the employee holds an appointment.

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

B. Authorization and Rate of Pay

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

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

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

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

3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to

P3 CT 14.2

Title 2 California Code of Regulations sections 599.673, 599.674, or 599.676 if appointed to the higher classification.

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

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

C. Out-of-Class Grievances and Allocation Appeals

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

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

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

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

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

D. Grievance Procedure and Time Limits

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

2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance may be filed on a form provided by the State within:

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

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

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

P5 CT 14.2

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.

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

5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the DPA.

6. The Director of the DPA 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 DPA, the Union shall have the right to submit the grievance to arbitration in accordance with article 6, section 6.11.

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

P6 CT 14.2

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.

~~F. The parties agree to support legislation to amend Government Code section 19818.8 as follows. Said legislation must be enacted into law before the provisions of this section take effect.~~

~~1. Government Code section 19818.8(a) A person shall not be assigned to perform the duties of any class other than that to which his or her position is allocated, except as permitted by section 19050.8.~~

~~2. If the provisions of this section are in conflict with the provisions of a memorandum of understanding (MOU) reached pursuant to section 3517.5, the MOU shall be controlling without further legislative action, except that if those provisions of the memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.~~

Marcella Maldonado BU01

Brad Wilter UNIT 11

N Lyerla BU17

Janet Zu-15

Lou Parker #4

J Lawhead BU02

Mark Mu unit 14

Deborah BU3

John Chapman

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UNION PROPOSAL
Bargaining Units: All
June 20, 2008

Article and Section No: 14.3 **Proposal No.: 1**

The Union proposes the following changes be made to the following section:

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'd
4:38
J Sanders
6/20/08

TA'd

[illegible] BU3
[illegible] BU15
N Lyerla BU17
[illegible] BU11
Terry Lawhead BU21
[illegible] #4
[illegible] BU14
[illegible] BU20
[illegible] #21

TA
12:07AM 1/25/09
Page 189.5

MANAGEMENT PROPOSAL

Bargaining Unit: 11

Date: 1/25/09
12:07AM

Exclusive Representative: SEIU
Subject: Article 14

The State proposes the following language change -

14.4 Duty Statements, Post Orders, and Work Instructions

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

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

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

D. Upon request, a Union representative for the affected bargaining unit will be provided access to existing duty statements, post orders, and work instructions for review, and may make recommendations for changes to the appointing authority or designee.

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

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

TA
Brad Willis UNIT 11
George E. Cornell Jr
Le Roy Cordier 1/25/2009
Jan Troutman Poole
John Wasat
Bronwyn Weis.

TA
1/25/09
Debbie True
12:09AM

Page 111

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: Unit 11

Date 8/26/08

3:10 pm

Article and Section No: 14.5 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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.

[signature] 3:10 pm
8/26/08

8/26/08
T/A @ 3:10 pm

Brad Willis
John [signature]
George E. Cornell Jr.
Jean Frontman Coole
[signature]
Bronwyn Weiss

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 20, 2008

Article and Section No: 14.6 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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.

TA'd 1:56
6-20-08

Donnea - BU3
M Wilson BU1
J Lawhead U21
N Lyerla BU 17
Carolyn Daniels OL
Connie Kabeary BU11
Roby Sherles BU15
M Jay BU 14
Rosanne BU20

Ta'd
J Sanders
6/20/08
1:56pm

page 111-5

8/26/08

3:13 pm

UNION PROPOSAL

Bargaining Units: Unit 11

Date 08/26/08

Article and Section No: 14.7 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees

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.

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.

8/26/08
3:13pm

08/26/08
T/A @ 3:13 PM

LOCAL 1000
SEIU
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UNION PROPOSAL
Bargaining Units: All
June 26, 2008

Article and Section No: 14.8 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

14.8 Contracting Out

A. Purpose

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

B. Policy Regarding Personal Services Contracts and Cost Savings

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

1/8/08 Ta'd 11:27 J Sanders

Nancy Lyerla BU17

Terry Lawhead U21

Connie Kaveany BU11

CT-14.8 pg2

C. Information Regarding Contracts To Be Let

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

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

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

D. Review of Personal Services Contracts In Existence

1. Upon request of the Union each department shall submit copies of any or all personal services contracts that call for services found in bargaining unit class specifications. For each contract,

Tal Sanders 7/18/08 11:22am

CLR

as CK BULL

CT-14.8 pg3

departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than twenty-one (21) calendar days following the request by the Union, or longer if approved by the Union and the department. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in bargaining unit class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit classifications. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the Union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in bargaining unit class specifications. Costing information provided to the Union for protected contracts shall include total personnel costs for personnel services found in bargaining unit classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

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7/18/08
11:22am

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as BU 11
#4
NL
TL

CT - 14.8 pg 4

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

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

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

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

Ta J Sanders
11:22 am
7/18/08

CK BULL
#4
NL
TL

CI-14.8 pg 5

(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 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.

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7/18/08

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CT - 14.8 pg 6

2. To avoid or mitigate bargaining unit employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the Union and the department that review personal services contracts determine that the terms and purpose of the contract permit the State to assign the work to a bargaining unit employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section of the parties' collective bargaining agreement.

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

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CT-14.8 pg 7

G. Relationship Between This Section And Related Statutes

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

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11:56 Am 1/20/09
Page 184-5

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: Unit 11

Date: _____

Article and Section No: 15.1 **Proposal No.: 1**

The Union proposes no changes be made to the following section:

15.1 Appeal of Involuntary Transfer

A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the DPA 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 DPA laws and rules.

TA 01/20/09 Debbie Tue

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.

Brad Willis UNIT 11 Craig Landon 1/20/2009

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.

Ean Frontman Poole
George E. Cornell
John Ward
Bronx Davis

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 DPA, 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 employees in a class who are subject to an involuntary transfer which reasonably requires an employee to change his/her residence, consideration shall be given for the affected employee's seniority in accordance with Government Code section 19994.2.

Rod Willis
UNIT 11
Craig Cowcher
1/20/2009
JTP
George E. Connell Jr
John Wainit
BKN

TA
01/20/09
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LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 20, 2008

TAld
Dawson BU3
Gary Shiba BU15
N Lyerla BU17
Connie Galway BU11
Terry Lawhead BU21
Jane Parker #4
BU14
BU20
Lawrence Lee B.

Article and Section No: 15.3 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

new language for 17/21

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 DPA laws and rules.

A department shall provide in writing the reason(s) for the inability to grant the transfer.

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

Lee J Sanders
4:39pm 6/20/08

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date: _____

Article and Section No: 16.1 **Proposal No.: 3**

The Union proposes the following changes be made to the following section:

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.

4.00 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 DPA rules.

C. Notice

1. <u>The State agrees to forward a copy of the layoff plan and a copy of the SROA/Surplus list (as it relates to a potential layoff) to SEIU Local 1000 as soon as each is approved by DPA. It is understood that the layoff plan and the SROA/Surplus list may be approved at different times.</u>

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

CT-16.1 pg2

notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.

D. Grievance and Arbitration

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

E. Transfer or Demotion in Lieu of Layoff

The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code sections 19997.8 through 19997.10 and applicable DPA rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

F. Reemployment

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

G. State Service Credit for Layoff Purposes

CT - 16.1 pg3

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.

TA'd 9/30/08 4:06

Ta
J Sanders
9/30/08
4:06pm

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All

Date _____

Article and Section No: 16.2 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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.

4:06 pm
TA 9/30/08
UNION

Ronnie Jones BU20
LaVerne Archie BU14
Terry Lawhead U21
Foley Thales BU15
Margaret Milden U1
[illegible] BU3
Brad Wilkins BU11
Dianne Bond Reed BU17
Karen Jeffries BU4

ta
J Sanders
9/30/08
4:06 pm

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

Article and Section No: 16.3 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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.

TA 9/30/08
UNION 4:06pm

[illegible] BU20 BU14
[illegible]
J Lawhead U21
Margaret Medina U1
[illegible] BU3
Brad Wilkins BU11
Roby [illegible] BU15
Karen [illegible] BU[illegible]

tc
J Sanders
9/30/08
4:06pm

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date _____

Article and Section No: 16.4 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

16.4 Military Installations

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

TA 9/30/08
UNION 4:06pm

TA
9/30/08
4:06pm

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

Article and Section No: 16.5 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

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.

TA 9/30/08
UNION 4:06 pm

Ronna Jones BU20
LaVerne Cochran BU14
J Lawhead U21
Margaret Meda U1
Denseca BU3
Brad Willis BU11
Roby Shirles BU15
Karen [illegible] BU4

tc
J Sanders
9/30/08
4:06 pm

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

CT 2/13/09 9:07 P TA

Article and Section No: 17.1 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

17.1 First Tier Retirement Formula (2% @ 55)

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

B. The table below lists the current First Tier age/benefit factors.

AGE AT RETIREMENT	CURRENT FACTORS
50	1.100
51	1.280
52	1.460
53	1.640
54	1.820
55	2.000
56	2.063
57	2.125
58	2.188
59	2.250
60	2.313
61	2.375
62	2.438
63 and over	2.500

p2 CT 17.1

C. There are factors for attained quarter ages, such as 52 ¾. These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 MOU between the State and the Union. The improved factors also apply to past service that is credited under the First Tier and the Modified First Tier.

D. The amount of member contributions required of employees covered under these factors continue to be five percent (5%) of monthly compensation in excess of five hundred thirteen dollars ($513).

E. Miscellaneous and industrial members in the First Tier retirement or the Alternative Retirement Plan (ARP) subject to social security shall contribute five percent (5%) of monthly compensation in excess of five hundred thirteen dollars ($513) for retirement. Miscellaneous and industrial members in the First Tier retirement or the ARP not subject to social security shall contribute six percent (6%) of monthly compensation in excess of three hundred seventeen dollars ($317) for retirement.

F. New employees hired on or after January 1, 2007, will, after completion of participation in the ARP, be subjected to the two percent (2%) @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the two percent (2%) @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

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G. The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new miscellaneous and industrial members hired on or After January 1, 2007, inclusive of those in the ARP.

UNION
Ronna Jones BU20
Brad Wilts BU11
Albert Troy BU14
Margaret Maldonado BU01
Terry Lawhead BU21
N Lyerla BU17
[illegible] #4
Roby Shirley BU15
Rebecca #3
[illegible] CWI 14

Jackie Chapman

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

CT 2/13/09 9:07p TA

Article and Section No: 17.2 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

17.2 Second-Tier Retirement Plan

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

UNION:
Ronna Jones BU20
Brad Willis BU11
Albert R Trom BU14
Margaret Melda BU21
Terry Lawhead BU21
N Luerla BU17
Charles #4
Roby Sherles BU15
Deseca #3
Unit 14

LOCAL 1000 SEIU Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

CT 2/13/09 9:07 P TA

Article and Section No: 17.4 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

17.4 State Safety Retirement

A. The Union and the State agree to participate in the State Safety retirement formula as prescribed by law.

B. The table below lists the current State Safety age/benefit factors.

AGE AT RETIREMENT	CURRENT FACTORS
50	1.700
51	1.800
52	1.900
53	2.000
54	2.225
55 and over	2.500

C. There are factors for attained quarter ages, such as 52 ¾. These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 MOU between the State and the Union. The improved factors also apply to past service that is credited under the State Safety retirement category.

D. The amount of member contributions required of employees covered under these factors continues to be six percent (6%) of monthly compensation in excess of $317.

P2 CT 17.4

E. State safety members shall contribute six percent (6%) of monthly compensation in excess of $317 for retirement.

F. New employees hired on or after January 1, 2007, will be subject to the two and one half percent (2.5%) @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the two and one half percent (2.5%) @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

G. The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new State safety members hired on or after January 1, 2007.

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All

Date _____

CT
2/13/09
9:07 p
TA

Article and Section No: 17.7 **Package Proposal**

The Union proposes that no changes be made to the following section:

17.7 Enhanced Industrial Retirement

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

UNION
Brad Willis Bu 11
Margaret Maldonado Bu 14
Terry Lawhead Bu 21
N Luerla Bu 17
Roby Shirles Bu 15
Deneaa #3
Unit 14

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

CT
2/13/09
9:07p
TA

Article and Section No: 17.8 **Package Proposal**

The Union proposes that no changes be made to the following section:

17.8 Employer-Paid Employee Retirement Contributions

The State and the Union agree to continue the January 28, 1985, agreement regarding the IRS ruling permitting CalPERS contributions to be excluded from taxable salary for the duration of this Contract.

UNION
Brad Willis BU 11
UR Tech BU 14
Margaret Maldonado BU 01
Lucy Law Head BU 21
N Huerta BU 17
#4
Charles BU 15
Robert
Dorrea #3
UR Tech unit 14

John Chapman

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

CT 2/13/09 9:07P TA

Article and Section No: 17.10 **Package Proposal**

The Union proposes that no changes be made to the following section:

17.10 1959 Survivor's Benefits - Fifth Level

A. Employees who are members of the CalPERS will be covered under the Fifth Level of the 1959 Survivor's 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 MOU 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 four dollars ($4) per month or less per covered member. If the total cost of this program exceeds four dollars ($4) per month per member, the employee and employer shall share equally in the cost of the program. The rate of contribution for the State will be determined by the CalPERS board.

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

1. A spouse who has care of two (2) or more eligible children, or three (3) or more eligible children not in the care of spouse: one thousand eight hundred dollars ($1800).

P2 17.10 CT 2/13/04 9:07P

2. A spouse with one eligible child, or two (2) eligible children not in the care of the spouse: One thousand five hundred dollars ($1500).
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 sixty (60): Seven hundred fifty dollars ($750).

UNION
Brad Willis BU 11
Margaret Mallard BU 11
Terry Lawhead BU 21
N Lyerla BU 17
Bobby #4
Jhelles BU 15
#3 BU 17 14

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
June 26, 2008

9:58

TA 9/29/08

27

Article and Section No: 18.1 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

18.1 Permanent Intermittents (PI)

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

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 permanent intermittent employees within the classification.

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

D. Each department shall endeavor to provide a PI employee with seven (7) calendar days but in no case less than seventy-two (72) hours

To Sandy 3:43 9/29/08

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 permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:

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

   b. A permanent intermittent 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 article 8, section 8.2, Sick Leave.

TA 9/22/08

TA

JS 3:43pm 9/29/08

CT-18.1 pg3

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

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

3. 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 8.1C, on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment.

TA 9/29/08

TA 3:43PM 9/29/08

CT-18.1 pg4

The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may;

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

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

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2

CT-18.1 pg 5

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).

5. Bereavement Leave – A PI employee may only be granted bereavement leave in accordance with article 8, section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A PI employee shall not be removed from scheduled work hours because he/she is on bereavement leave.

6. Jury Duty – A PI employee shall only be granted jury duty leave in accordance with section_8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is

CT-18.1 page

required to remit to the State the fee(s) received. A PI employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a PI employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.

7. State Disability Insurance (SDI) – PI employees shall be covered under the SDI benefit in accordance with section 9.17.

8. Mentoring Leave – A PI employee shall be eligible for Mentoring Leave in accordance with article 8, section 8.17, Mentoring Leave.

G. Monthly paid PI employees shall be paid by the 15th of each month.

H. Dental Benefits – A PI employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period.

TA 9/29/08

TA 95 3.43 9/29/08

CT-18.1 pg 9

I. Health Benefits – A PI employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.

J. Vision Service Plan – A PI employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.

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

L. Flex/Elect Program – PI employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental

TA 3:43pm 9/29/08

CT-18.1 pg 8

insurance. PI employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI employees choosing the Cash Option will qualify if they work at least one-half (½) time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.

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

hours 3:42 CLF

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

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

TA 9/29/08

TA 9/29/08 3:43 pm JS

9/25/08 TA 11:31 A
Page 127-127.5

UNION PROPOSAL

Bargaining Unit: Unit 11
Date: 9/25/08

11:27am

Article and Section No: 19.1 **Proposal No.: 3**

The Union proposes no changes be made to the following section:

19.1 Hours of Work

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.

11:31am
TA 9-25-08

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

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

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

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

TA 11:31am 9/25/08

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

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

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

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

11:31am
TA 9/25/08
JTP

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

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

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

TA 11:31am 9/25/08

required to work specific hours to provide services when deemed necessary by management;

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

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

7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive 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 day) for absences of an entire day or more is required.

11:31am
TA 9/25/08
Jan Troutman Poole
Chris Bayet
Brad Wetter

11:31am
9/25/08

LOCAL 1000
SEIU
Stronger Together

State
~~UNION~~ PROPOSAL
Bargaining Unit: All
Date: _____

Article and Section No: 19.2

TA 2/13/9 9:07 pm

The Union proposes the following changes be made to the following section:

19.2 Overtime

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

SEIU TA

CT 19.2 pg2

C. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.

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

E. 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.

F. 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.

G. 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.

H. <u>Notwithstanding any other contract provision or law to the contrary, time during which an employee is excused from work because of sick leave shall not be counted as hours worked within the</u>

CT 19.2 pg3

workweek for purposes of determining if overtime has been earned. ~~This provision expires June 30, 2010.~~

I. 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.

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

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

CT 192 pg4

state business. This paragraph does not apply to employees who voluntarily choose to travel outside their normal work hours.

3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in I(2) above.

0/26/08 111 3:26 pm
Page 111-5

UNION PROPOSAL

Bargaining Units: Unit 11

Date 8/19/08 2:29 pm

Article and Section No: 19.3 **Proposal No.: 2**

The Union proposes that no changes be made to the following section:

19.3 Rest Periods

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

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

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

C. If an Unit 15 employee in the CDCR who has a custody control assignment is unable to take his/her individual rest period due to workload and/or lack of coverage and the supervisor provides for coverage, the supervisor will allow the employee to combine the daily

TA 6/26/08 3:26 pm TA@3:26 pm 8/26/08

rest periods into one rest period, not to exceed a total of thirty (30) minutes.

TA [signature] 8/26/08 3:26pm

TA @ 3:26pm 8/26/08
Jean Trouturou Coale
Brad Willis
John Nauck
George E. Cornell Jr.
Ray Cavallaro
Bronny Weis

12:42 AM 6/23/08 page 49

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Unit: Unit 11
June 23, 2008

Article and Section No: 19.4 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

19.4 Meal Periods

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

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

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

TA 6/23/08

TA 6-23-08
Connie Kabeary BU 11
Jean Troutman
Carole
Brad Willis

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date: _____

CT
2/13/09
9:07 pm
TA

Article and Section No: 19.5 **Packaged Proposal #5**

The Union proposes that no changes be made to the following section:

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.

12:47 A 6/23/08 page 49

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: Unit 11

Date 6-23-08

Article and Section No: 19.8 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

19.8 Flexible Work Hours

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

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

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

TA 6/23/08

TA 6-23-08
Connie Kabecny BUH
Jan Frontman Cooke
Brad Willis

11:56 am 1/20/09
page 184.5

01/20/2009
12:00
T/A

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Unit: Unit 11

Date: _____

Article and Section No: 19.9 **Proposal**

The Union proposes the following changes be made to the following section:

19.9 Exchange of Time Off - Multi-Shift Operations

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;

T/A'd
12:00 noon
01/20/2009

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

Brad Willis
Unit 11

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.

Jan Frontman Poole
George E Cornell
John D Paul
Supervisors

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

T/A'd
1/20/09
Debbie True
12:00 noon

report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

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

D. All exchanges must occur within thirty (30) days from the initial exchange. ~~during the same workweek.~~

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

F. Double shifts will be permitted, consistent with departmental practices.

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

/A

1/20/2009 ~~E. For Unit 15 tThe following special rules apply:~~

Brad Willis
UNIT 11
Tom Condon
George E. Connell
John D Vant
BKW

~~1. All exchanges must occur within the pay period in which the initial exchange was taken, or ninety (90) calendar days from the initial exchange, whichever is greater, and~~

~~2. Double shifts will be permitted, consistent with departmental practices.~~

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

TA'd 1/20/09 Debbie Tree

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

TABLE CHANGE TO PROCEDURE
BWillis 12:00 PM

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL
Bargaining Units: All
June 17, 2008

Article and Section No: 19.10 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

19.10 Work In Multiple Time Zones

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

State
10:43 am
J Sanders
ta'd
6/20/08

Union
Roy Charles BU15
Connie Kabeary BU11
Robert Kersch BU 4
Nancy L Lyerla BU 17
Larry Lawhead U21
Rick Rafson BU20
Jim Staffer BU 3
LaVerne Archie BU14
Margaret Mildred U1

LOCAL 1000 SEIU Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

CT 2/13/09 9:07p TA

Article and Section No: 19.11 **Package Proposal**

The Union proposes that no changes be made to the following section:

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.

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

CT p2 19.11

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.

UNION

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date _____

CT 2/13/09 9:07 p TA

Article and Section No: 19.12 **Package Proposal**

The Union proposes that no changes be made to the following section:

19.12 Standby Time

A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.

B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.

C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of CTO, which may be prorated on the basis of fifteen (15) minutes CTO for each one hour of standby. Standby may not be scheduled in less than one hour increments.

D. No standby credit will be earned if the employee is called back to work and receives call back credit.

E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

m 10:45 RO 6/11/08
Pax 20.5

UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 19.13.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

19.13.11 Overtime Assignments for Work Week Group 2 (WWG 2) Employees

A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.

B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.

6/11/08

6/11/08

C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

6/11/08

6/11/08
Connie Kabeary
Brad Willis
Benjamin Frame
Jan Troutman Poole

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page 91

6/11/08

LOCAL 1000
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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 19.20.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

19.20.11 Double Backs – Department of Food and Agriculture

A. Employees shall be given a minimum of twelve (12) hours off between scheduled shifts, unless it becomes necessary for them to return earlier because of unforeseen operational need or emergency.

B. Nothing in this section precludes employees from requesting, and management from granting, double-back shifts.

6/11/08

6/11/08
Connie Kabeary
Brad Wilter
Bergstrom
Jean Montman Poole

10:45 RO
Pg 21 6/11/08

UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 19.21.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

19.21.11 Standby Duty – Department of Fish and Game (DFG)

A. Standby duty is defined as the time that an employee is required to remain on the DFG hatchery grounds during non-work hours for immediate response to duty or to emergencies that may arise.

B. Affected employees are those who are assigned to WWG 2 who reside in State-owned housing at DFG hatcheries, and are required to perform standby duty at the fish hatcheries.

1. While on standby duty, employees shall receive standby compensation at the rate of two hours of compensating time off for fifteen (15) hours of standby duty. If an employee does not complete the fifteen (15) hours of standby duty, the DFG shall pro-rate the compensation earned in accordance with departmental procedure.

2. Where compensating time off is not practical, the appointing authority may authorize cash compensation. Required work in excess of the minimum work week is compensable as overtime in accordance with the basic workweek group that the particular class and position is allocated to, except for the time on standby duty.

TA 6/11/08 6/11/08 CK BL BW

3. When an employee is called back while on standby duty, the employee shall not lose standby duty pay as a result of earning call back credit pursuant to article 19.11 (Call Back Time).
4. Employees on any approved leave shall not be required to work standby duty.

6/11/08

6/11/08

11:56 AM 1/20/09
Page 184.5

LOCAL 1000
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UNION PROPOSAL

Bargaining Unit: Unit 11

Date: _____

Article and Section No: 20.3.11 **Proposal No.: 2**

The Union proposes no changes be made to the following section:

20.3.11 Post and Bid Program

TC dmt

In regards to Post and Bid, section 15.3.11, if any party pursues legal action regarding the constitutionality of this section, the State and the Union agree to jointly participate in the defense against any litigation.

This section shall remain in effect for the term of the Memorandum of Understanding (MOU) except as follows. Section 15.3.11 of the Unit 11 collective bargaining agreement approved by the Legislature and Governor through Senate Bill 728, Stats. 2002, shall replace this agreement within sixty (60) days of when the judgment and writ of mandate in Sacramento Superior Court Case No. 02CS00787 is stayed or overturned on appeal, and it shall remain in effect for the remaining term of the MOU. Should the Court of Appeals only partially invalidate section 15.3.11 in Case No. 02CS00787, the Saving Clause in article 5, section 5.4 shall be operative. [*Please refer to Union Addendum A for this article's latest status.]

Table Chang strike lang.

TA 01/20/09 Debbie Jue

Brad Willis UNIT 11

1/20/2009

Effective Date: This Post and Bid proposal takes effect upon ratification by the Legislature and the Union's membership, unless otherwise indicated by the terms of the proposal.

Jan Thomas Poole

George E. Cornell

John Mann Brown Nicis

A. When Post and Bid Applies

1. This section shall apply to employees in the following classifications:

a. Disaster Assistance Program Specialists
b. Fish & Wildlife Technician
c. Water Resources Engineering Associate
d. Water Resources Technicians
e. Sanitary Engineering Associate
f. Sanitary Engineering Technician
g. All Unit 11 classifications used by the Caltrans

2. The parties recognize the value of allowing permanent employees to voluntarily transfer between positions. The parties also recognize that when vacancies occur in the Unit 11 classifications listed in A(1) above, and the State elects to fill the position, the needs of the State must also be considered. The parties therefore agree that the State may elect to fill vacancies using methods that include but are not limited to mandatory reinstatements; placement in lieu of layoff/demotion, appointment from a State Restriction of Appointment/Surplus list, reemployment list, limited duty (vacancy to be available at the end of temporary appointment); appointments pursuant to court orders, settlement agreements, SPB decisions, or the like; hardship transfers; reassignments (rotations, position "trades," etc.); involuntary transfers in lieu of geographic relocation; promotions in place*; or an eligible employee who must be provided a reasonable accommodation.

TA 01/20/09

Brad Willis UNIT 11 1/20/2009 JTP

*Promotion in place: Management shall have the option to promote employees in place without using Post and Bid provisions. For the purposes of this section, promotion in place is defined as 1) there is no true vacancy; and 2) there is no change of position, assignment, or supervisory/subordinate

relationship of the employee; 3) the promotion is clearly identified as typical in cases where the employee is to move to the next higher series.

The parties also agree that when a vacancy occurs, the following provisions apply.

B. Bid Notice Posting:

Appointing authorities shall post a notice inviting bids (unless there are no incumbents in the classification that will be used to fill the vacancy).

TP 01/20/09

1. Bid notices will be posted in the department where the vacancy exists.
2. Bid notices shall be posted in the same place where job announcements are customarily posted.
3. Bid notices shall be posted for a period of no less than ten (10) working days before the final date bids must be postmarked or fax stamped.
4. Bid notices shall at a minimum include:
   a. The classification of the vacancy;
   b. Department, section and geographic location of the vacancy;
   c. Present working hours associated with the vacancy;
   d. A complete description of the duties and any personal attributes including objective qualifications that may enable the bidder to be successful in the position (e.g., any special education, training, work experience, and/or experience using particular types of equipment). The duty statement for the position shall be provided to the bidder upon request;

Brad Willis UNIT 11 JTP

e. Any required license or certificate, such as a Class A/B CDL;

f. The final date by which bids must be postmarked and/or fax stamped.

g. The place to submit bids, and fax number, if applicable;

h. Where bid forms may be acquired (if the appointing power requires that bids be submitted on a specific form);

i. The name and telephone number of the supervisor or another person to contact for additional information;

j. How soon the employee accepting the position will be expected to report to his/her new position.

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C. Eligibility to Bid:

Employee eligibility to bid shall be subject to the following criteria:

1. Status in Class:

   a. The employee must already be employed by the department with the posted position and:

   b. Currently have permanent full-time civil service status in the same civil service classification as the posted position; or

   c. Currently have permanent intermittent civil service status in the same civil service classification as the posted position and meet the necessary criteria under SPB rule 277 for such a time-base change.

2. Acceptable Level of Performance: Unless expressly waived by management in conjunction with a particular position and employee, employees must have satisfactorily performed the duties of their position during the twelve (12) month period before bids are due. Employees shall be deemed to have

performed satisfactorily if they received an overall rating of "satisfactory" on an annual performance evaluation or probationary report during the same twelve (12) month period and they received no intervening counseling and/or corrective memos. If an employee did not receive a written performance evaluation during the twelve (12) month period before bids are due (e.g., annual evaluation), the employee shall be deemed to have performed satisfactorily unless s/he received a counseling and/or corrective memo during the same twelve (12) month period.

3. Disciplinary Action: Employee must not have received a formal disciplinary action as specified in Government Code section 19572 within the twelve (12) months of when bids are due.
4. Other Restrictions: An employee may be denied the right to bid for specific positions under this program for reasons related to safety, security or for other job related reasons (e.g., to avoid violating nepotism policies or where the appointment would pose a demonstrable threat to the health and safety of any employee).

D. Additional Bids

1. An employee who successfully bids pursuant to this section shall not be eligible to bid for another position for twelve (12) months following the employee's bid appointment effective date.
2. When an employee has two (2) or more bids pending and s/he accepts an offer as the result of one of the bids, the employee shall immediately withdraw all outstanding bids.

E. Bid Submittal

1. Eligible employees may bid for posted positions by submitting a form specified on the notice inviting bids as specified by the hiring department (appointing authority). Bid forms shall be postmarked or fax stamped on or before the date specified in the posted bid notice.
2. It is the responsibility of the employee to provide the employer with an alternate means of notification if the employee is unavailable (i.e., vacation) anytime during a thirty (30) day period following the close of the bidding period.

F. Seniority

For purposes of this section "seniority" is defined as one point for each qualifying month of State service as used for purposes of determining leave (e.g., vacation) accrual. If an employee believes there is an error in the computation of the employee's seniority points, s/he shall provide documentation and request correction through the department personnel office. If two (2) or more employees are tied for most senior then the following shall be used in the order shown until the tie is broken:

1. Most qualifying pay periods in the department with the vacancy;
2. Most qualifying pay periods in the classification of the vacancy;
3. Coin flip.

G. Selection

When management decides to fill a vacancy:

1. The most senior timely bidder who satisfies the eligibility criteria shall be offered the position. Management may contact, meet with and/or make inquiries to ensure that bidders satisfy the

eligibility criteria and understand the objective qualifications. If the most senior bidder is ineligible or disqualified for any reason listed in subsection C above, that bidder will be notified of the ineligibility or disqualification at the time the selection is announced.

2. If the most senior employee offered the position declines the offer and there are remaining bidders who qualify, then the second most senior employee shall be offered the position until there are no remaining bidders who qualify.
3. Employees offered positions pursuant to this subsection shall have a maximum of three (3) working days to accept or reject the offer unless the appointing power agrees to more time. Failing to respond within three (3) working days after being contacted (or longer as agreed to by the appointing power) may be deemed a rejection of the offer by management.
4. The winning bidder shall report for work on the start date listed in the bid notice. The start date may be altered by mutual agreement.
5. Once a position is awarded, management shall notify all bidders in writing that the position has been awarded, identifying the successful bidder and how many qualifying months of state service the successful bidder possesses.
6. Within thirty (30) days of appointment under this procedure, all employees have the right to return to their former position (as defined in Government Code).

Brad Willis
UNIT 11
1/20/2009
JTP

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H. Other Related Matters

1. Bidding employees who accept appointments waive any and all right to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses at management's discretion.
2. Nothing in this provision will prevent management from posting positions, and simultaneously beginning other methods to solicit applicants (e.g., sending contact letters out to employees on promotional lists), so no time is lost in filling the positions should, for example, there be no bidders. Such solicitation shall include the notice that the position is subject to post and bid process

Brad Willis
UNIT 11
Letitia Cavella
1/20/2009
JTP
ZEC
John D Ward
BKW

TA
01/20/09

8/20/08 3:33 pm
Page 112

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Unit: Unit 11
Date: 8/26/08

3:33 pm

Article and Section No: 21.1 **Proposal No.: 1**

The Union proposes no changes to the following section:

21.1 Telecommute/Telework Program

A. Telework is defined as performing work one or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a pre-approved work space and during pre-approved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.

B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.

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.

TA ACM 8/26/08 4:13pm

T/A @ 08/26/08

Brenyn Weis

Brad Willis
Jan Trout van Bale

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 DPA will meet with three (3) representatives of SEIU Local 1000 to discuss improvements to the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992. Union representatives shall serve without loss of state compensation for this meeting.

TA
8/26/08
4:13 pm

8-26-08
TA @
Brad Willis
Jan Troutman
Paul
John Wank
George E. Cornell Jr.
Troy Candler
Bronny Morris

TA
12:12 AM
1/25/09
page 189.5

Bargaining Unit: 11 **Date: November 12, 2008**

Exclusive Representative: SEIU, Local 1000

Subject: Electronic Monitoring

The State proposes no changes to the following section:

21.2 Electronic Monitoring

If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under Article 6.

TA @ 12:12 am
01/25/09
Jan Frontman Paale
John D Wards
Brian Jones
Brad Willis
George E. Cornell Jr.
Patrick Cowdlin 1/25/2009

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12:12 AM
1/25/09
Debbie
Jue

17:43 AM 6/23/08 page 49.

UNION PROPOSAL
Bargaining Units: Unit 11
June 23, 2008

Article and Section No: 21.3 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

21.3 Class A and Class B Commercial Driver's License

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 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

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TA 6-23-08

b. A second medical examination is authorized and conducted; and

c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

C. Fee Reimbursements

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

   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).

TA 6/23/08

TA 6-23-08 Connie Tableau BUH JTP

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

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

1. Upon ten (10) workdays 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.

6/23/08

TA 6-23-08 Connie Kabeary Bill

2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

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page 21
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LOCAL 1000
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UNION PROPOSAL
Bargaining Units: Unit 11
May 23, 2008

Article and Section No: 21.18.11 **Proposal No.: 1**

The Union proposes that no changes be made to the following section:

21.18.11 Drug and Alcohol Testing

A. Commercial Drivers' License Holders

1. Unit 11 employees whose job assignment requires them to have a commercial drivers' license (CDL) are subject to drug and alcohol testing as defined in 49 CFR 382, et al.
2. Employees who operate commercial vehicles seasonally as part of their required job duties for their employer may elect to deactivate their commercial driver status and remove themselves from the random testing pool by providing notice in writing to their employer at the end of each season of operating a commercial vehicle. Employees not electing to deactivate their commercial driver status for their employer will be deemed to continue to be available to operate a commercial vehicle for their employer and will remain subject to drug and alcohol testing under 49 CFR 382 et al and 49 CFR 40 et al. Employees who have received notice for a drug and alcohol test that was mailed or given to the employee prior to their employer's receipt of the employee's request to deactivate from commercial driver status must complete all such outstanding random tests.
3. The Union and the State jointly encourage unit employees to seek counseling and treatment when appropriate for substance and alcohol abuse issues. Accordingly, an employee whose job

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duties do not require the employee to possess a CDL, and who requests to deactivate his/her CDL status and voluntarily utilizes the resources available to him/her in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, shall not be required to complete any outstanding random tests nor shall the employee be disciplined for exercising his/her rights under this section.

B. Class C Drivers' License Holders

Employees who operate State equipment requiring a Class C driver's license are subject to reasonable suspicion drug and alcohol testing while on duty. Such testing will conform to the requirements and procedures of DPA rules 599.960, 599.962, 599.964, 599.965, and 599.966; 49 Code of Federal Regulations (CFR) Part 40, et al; and 49CFR Part 382, et al. Whenever the State's rules are broader or are in direct conflict between State and Federal regulations, the State's rules shall prevail.

C. Miscellaneous Provisions Applying To CDL And Class C Drivers' License Holders

1. Notwithstanding section 5.10(b), the State shall only test for amphetamines and methamphetamines, cocaine, marijuana/cannabinoids (THC), opiates (narcotics), phencyclidine (PCP) and alcohol and shall use the cut-off levels for determining positive test results contained in 49 CFR 40 et al, and 49 CFR 382 et al.
2. The State reserves full discretion to dismiss an employee for a first positive drug or alcohol test or for refusing to test. Employees so dismissed, except those on probation, shall

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6/11/08 MK BW BL C.L.S.

have an opportunity to stipulate to a last-chance agreement. This opportunity may not extend to cases in which the employee has a past adverse action history or in which the positive test or refusal to test occurs in conjunction with a serious offense which in itself would result in dismissal. Serious offenses include but are not limited to workplace violence, acts that result in personal injury, acts that result in significant property damage, etc.

3. Last chance agreements shall include a provision which requires an employee's evaluation by a substance abuse professional as referenced in 49 CFR 382.605 and follow-up testing after returning to duty. The State will pay for the substance abuse professional's evaluation and counseling by the same substance abuse professional when it is obtained through a State contract provider. While participating in rehabilitation as recommended by the substance abuse professional and with prior approval of the employer, employees may use accrued sick leave, vacation, annual leave, compensatory time off, or other accrued paid leave. Employees who have insufficient leave credits may use unpaid leave for the duration of this rehabilitation period.
4. At the employee's request, the State shall send the second portion of the split urine specimen (Sample B) to another certified drug testing laboratory of the employee's choice, and the state shall pay for the test when the test of Sample B fails to confirm the test of Sample A.
5. Employees who appeal a drug or alcohol-related adverse action or reject on probation to the SPB shall automatically be deemed to have withdrawn with prejudice any related

TA 6/11/08

6/11/08

grievance filed pursuant to article 6 of this Contract and shall have no right to file any additional grievances related to the adverse action or rejection on probation. A grievance filed pursuant to this article shall be filed with the department head or his/her designee within thirty (30) days after the Skelly Officer's decision. In the event the grievance is denied and not settled by the parties within ten (10) working days from the date of its filing, the union may invoke the procedures in article 6 to select an arbitrator. Adverse actions or rejections on probation may be arbitrated only after the grievant signs an express waiver of all rights to appeal the action or rejection to the SPB. In arbitrations' involving adverse actions, the arbitrator shall determine if just cause exists and, if not, the appropriate remedy. Grievants arbitrating a rejection on probation shall have the burden of going forward and the burden of proof.

TA
6/11/08

6/11/08
Connie Kabeary
Brad Willis
Benj Lim
Jan Frontman Poole

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All

Date: _____

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Article and Section No: 24.1 **Package Proposal**

The Union proposes that no changes be made to the following section:

24.1 Entire Agreement

A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B below.

B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract.

The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State

CT pZ 24.1

finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three (3) of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to the Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution.

The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to section 3518 of the Dills Act.

C. The DPA 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.

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SEIU
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UNION PROPOSAL

Bargaining Units: All

Date: _____

Article and Section No: 24.2

TA 2/13/9 9:07 pm

The Union proposes the following changes be made to the following section:

24.2 Duration

A. Unless a specific provision provides for a different effective date, ~~T~~he term~~s~~ of this Contract shall be from July 1, 2008 to June 30, 2010.

C. ~~B~~. Any grievances filed during the period of July 1, 2008 until ratification of this Contract shall fall under provisions of the July 1, 2005 to June 30, 2008 Contract.

D. ~~C~~. In the six (6) month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

State proposing the following:

B. Unless a specific provision provides for a different effective date, any additions or changes to economic or benefit provisions of this Contract will not be applied retroactive and shall be effective upon ratification.

SEIU T/A
Margaret Maldonado
Lang Tech #4 Kf
Unit
Ronna Jones BU20
Brad Willis UNIT 11
BU21
A Cuvant V17
BU3
Joint 3 4-75

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All

Date: _____

Article and Section No: Side Letter #1 Proposal No.: 2

The Union proposes the following changes be made to the following section:

Side Letter #1 – Golden Handshake

If the Golden Handshake provisions are offered during the term of this Contract and the CDE ~~DOE~~ or any of its Special Schools or Diagnostic Centers participate, the department will consider offering it to Unit 1, 3, 4, 11, 14, 15, 17, ~~and~~ 20, and 21 employees in the CDE ~~DOE~~.

9/15/08
10:48 am
J Sanders

9/15/08 TA
Deneca
Lay Parker
N Lyerla BU 17
Rhonda Ivey BU 20
Brad Willis BU 1
Al Ormond BU 14
Roby Shuler BU 15
Carl Hachett BU 1
Don K. Hoan BU 2

11:56 am 1/20/09
page 184.5

LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Unit: Unit 11

Date: _____

Article and Section No: Side Letter #2 **Proposal No.: 1**

The Union proposes the following changes be made to the following section:

Side Letter #2 – Streamlining the State Safety Retirement Process

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 in Unit~~s 1, 3, 4,~~ 11~~, 14, 15, 17, and 20, and 21~~ 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.

Brad Willis
Unit 11
1/20/2009
JTP
George E. Cornell Jr.
John T Hart
Bonny Francis

TA
01/20/09

LOCAL 1000
SEIU
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UNION PROPOSAL

Bargaining Units: All
Date: _____

Article and Section No: Side Letter #3 Proposal No.: 1

The Union proposes no changes be made to the following section:

Side Letter #3 – 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.

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9/16/08 TA

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LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Units: All
Date: _____

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2/13/09
9:07 p
TA

Article and Section No.: SL #4 **Package Proposal**

The Union proposes the attached Access Side Agreement be inserted as Side Letter #4:

Side Letter #4 Access Agreement Side Letter

UNION
Brad Willis BU 11
Margaret Maldon BU 21
T Lawhead
Roby Shuler BU 15
Dieve BU 17
N Lyerla BU 17

1:33 PM 06/26/08 CT 2/13/09 9:07P TA

Date: March 5, 2007

To: State of California Department Heads and Labor Relations Officers
SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives

From: Julie Chapman
Deputy Director of Labor Relations
Labor Relations Division
Department of Personnel Administration
(916) 324-0476 FAX (916) 322-0765

Michael Baratz
Chief of Staff
Service Employees International Union, Local 1000
(916) 326-4222 FAX (916) 326-4215

Subject: Sideletter 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 Department of Personnel Administration and SEIU, Local 1000.

As with all agreements, both sides had to compromise. This agreement, however, is intended to provide a proactive framework for facilitating Union access and addressing disputes before they escalate.

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

CT 2/13/09 9:07p TA

Sideletter to the Collective Bargaining Agreement between the State of California and the SEIU Local 1000, Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 regarding access

This document is developed for the purpose of implementing the collective bargaining agreement. Department personnel and union representatives are encouraged to discuss/resolve access problems if they arise.

The union shall provide advance notice of its intent to visit worksites. Departments shall notify the union of the appropriate person to receive notice. Providing notice shall not be interpreted as requesting permission. However, where worksites with legitimate issues of safety, security or patient care exist, reasonable accommodations for access and/or distribution of information shall be provided. Departments shall discuss such accommodations with the union.

The union has the right to distribute information where represented employees work. The union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the union and its members.

When problems/issues regarding union access to members' worksites occur, and cannot be resolved at the department level, the following persons should be contacted:

Jacquelyn Sanders, Labor Relations Officer Department of Personnel Administration	(916) 324-0476
Michael Baratz, Chief of Staff SEIU, Local 1000 or	(916) 326-4222
Paul Harris, Chief Counsel SEIU, Local 1000	(916) 326-4208

In the event that agreement cannot be reached between the DPA 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.

Jacquelyn Sanders 2/27/07
Jacquelyn Sanders
Labor Relations Officer
Department of Personnel Administration

Yvonne Walker
Yvonne Walker
Vice President, Bargaining
SEIU Local 1000

Jeannette Williams Gibson 2/27/07
Jeannette Williams Gibson
Labor Relations Officer
Department of Personnel Administration

Marc Bautista
Vice President, Organizing & Representation
SEIU Local 1000

2/27/07
Julie Chapman
Deputy Director, Labor Relations
Department of Personnel Administration

Michael Baratz
Chief of Staff
SEIU Local 1000

2/27/07
Lori Green
Legal Counsel
Department of Personnel Administration

UNION

11:156 Am 1/20/09
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LOCAL 1000
SEIU
Stronger Together

UNION PROPOSAL

Bargaining Unit: Unit 11

Date: _____

Article and Section No: SL 4.11 **Proposal No.: 4**

The Union proposes the following changes be made to the following section:

Side Letter 4.11 - Fish and Wildlife Specialist (Lead)

A. The DPA will conduct a classification study for the establishment of a lead person classification. ~~This classification shall be named Fish and Wildlife Specialist.~~

B. Upon completion of the study, the State shall provide the Union with a copy of the study. The State shall meet with the Union regarding the results of the study. The State agrees that the Union will have two (2) representatives who will serve and participate on the committee without loss of compensation. Management will have an equal number of representatives on the committee.

C. The committee will review the ~~conduct a~~ study and present recommendations and alternatives within six (6) months from the time the study is received by the Union ~~commences, but no later than January 1, 2004~~.

~~D. The State shall provide administrative support to the committee.~~

~~E.~~ D. Any recommendations resulting from this study are subject to approval by both parties. Should there be an agreement to establish a new classification; the parties shall follow the procedures outlined in article 14.1 for the establishment of the new classification.

Brad Willis
UNIT 11
Fr Frog Cond
1/20/2009
Jean Thorstadt
Carol
George E. Cornell Jr.
John Marsh
Bruce Wiers

TA
01/20/09
Debbie Tree

1:23
9/23/08

MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table DATE: _____

Exclusive Representative: SEIU

Subject: Addendum 1 Time off for Victims of Domestic Violence
(Notice of rights under Labor Code 230.1)

The State proposes that changes to the language below apply to all SEIU, Local 1000 bargaining units.

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

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

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

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

9/29/08

1:27

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

LG
Jandes
1:27pm
9/29/08

TAld
BU 4
Brad Willis BU 11
BU 20
Terry Lawhead
BU 21
BU 14
Marie Hardee BU 14
Bond Ford
3GP

MANAGEMENT PROPOSAL

CT 2/13/09 9:07p TA

Bargaining Unit: All

Date:

Exclusive Representative: SEIU, Local 1000

Subject: G.3 Bike or Walk to Work Program

The State proposes

G.3 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.

3. This Section is not grievable or arbitrable.