

Union Proposal

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Pate 8/28/19

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Proposal No: 3

TA SEIV Local 1000

The Union proposes the following language:

11.9 Bilingual Differential Pay (Excludes Unit 17)

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

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill or a continuing basis averaging ten percent (10%) by the same 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 supervisor with data supporting the use of their

time. Management will evaluate this data in assigning bilingual designation to the position.

bilingual skills ten percent (10%) or more of the

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In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by CalHR. (Time should be an average of the time spent on bilingual activities during a given fiscal year).

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

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standards by centralizing the bilingual responsibility in as few positions as possible.

 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:

- Effective the first pay period following
 <u>ratification</u>, Aan employee meeting the
 bilingual differential pay criteria during the
 entire pay period would receive a maximum of
 <u>one two</u> hundred dollars (\$4200) per pay
 period including holidays.
- A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
- A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.

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- 4. Effective the first pay period following ratification, Aan employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of one dollar and fifteen cents (\$1.15) fifty-eight cents (\$.58) per hour.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by CalHR will receive the bilingual differential pay on a regular basis.
- D. Bilingual differential payments will become earnings and subject to contributions to the CalPERS, CalSTRS, OASDI (Social Security), levies, garnishments, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by CalHR may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
- F. Employees will be eligible to receive the bilingual differential payments on the date CalHR approves

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the departmental pay request. The effective date may be retroactive to the date of appointment, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.

- G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. WWG 2 employees will receive bilingual salary compensation for overtime hours worked.
- 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.

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

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

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

- Information about the State Bilingual Certification
 Program and its effectiveness;
- 2. Workload associated with verbal vs written translations:
- 3. Impact upon employees who perform bilingual services vs. those who do not;
- 4. Use of tactile interpretation and the impact to employees.

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