



Union Proposal

Master Table

Date 8/20/19

5:44pm

FA (circled in blue)

Proposal No: 2

IA
1220 22 Aug 19

The Union proposes the following language:

Handwritten signatures on the left margin:
y. Walker
Robert Vega
Alicia...
M...
James...
Karen...
Browder
M...
TRM
Brooke...

21.1 Telecommute/Telework Program (Excludes Unit 17)

A. Telework is defined as performing work one (1) or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.

B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the 2010 Statewide Telework

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Model Program.

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.

State

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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.

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Robert Waller
Robert Vega

Paul Reame

Myel Cul

James Zaus

Haran Joffe

Brad Will

Man Man

Will
Ludlow Peew

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

F. Any denial of requests made under subsection B 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.

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8/20/19

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UNION
M. L. ...
K. Cant
D. Stedman
Tony Zabel
B. M. ...

- C. 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.
- D. Where operational considerations permit, departments shall consider implementing telework opportunities as a recruitment and retention strategy.

State
John ...
P. ...
S. ...



Union Proposal

Bargaining Unit 14

Date 7/30/19
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

21.2.14 Electronic Monitoring (Unit 14)

A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under Article 6.

B. The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the source of attendance reporting.

TA SEIU Local 1000

Robertiga
Guard For
Russell Johnson

TA

7/30/19 @ 2:50

Stacy Hernandez
Chloe Kelly
A. Bachman
Adelle
Benjamin



Union Proposal

Master Table

Date 8-19-19

8/19/19
11:49 AM
JA

Proposal No: 1

JA
1149 19 Aug 19
W. Walker

The Union proposes the following rollover language:

21.3 Class A and Class B Commercial Driver's License

(Excludes Unit 17 and 21)

State

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 related to obtaining a commercial driver's license, which become available to the State.

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Susan Davis
Name Photo
Donna Hudecky
by Dubas

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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

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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
- 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.

stark
[Handwritten signatures and initials including: a large stylized signature, Bw, MP, JH, K.P., CEG, VNP, MH, JTK, and several other illegible marks]

C. Fee Reimbursements

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

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

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license and appropriate endorsement(s).

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

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

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

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commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

W. J. Walker

800

TRM

Karen Jeffers

Brad Walker

Robertson

Ma. Spada

Alanna

Spencer

Stark

PR

W

Ben

SM

OH

OH

KD

J

CECP

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at

HA

Q



Union Proposal
Bargaining Unit 1
Date _____

620 PM
8/28/19
Kristine Rodriguez

Proposal No: 1

2138 28Au19

TA SEIU Local 1000

The Union proposes the following language:

21.4.1 Call Centers (Unit 1)

A. Definition of a Call Center:

A call center is the central point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.

B. Training:

Training is essential to the creation and maintenance of an effective call center.

1. Training programs for new employees shall be pre-defined programs of classroom and on-the-job training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle; (5) shall be trained on how to properly escalate problem callers; and (6) ergonomic training.

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Brunch Mob
Joyful
Matt
Michael
Green
Second. Cap
Alvora
Harry
Karen DeWalt
James
Shelina
John
McCray
Russell
Cavalry

SA
KD
Ly
Susan

TA SEIU Local 1000

Brenda J. Mod
Joy Williams

Michelle
Neel Johnson
Esreen

Dulcie Bonner

Harry Price

Jy...
Wanda...

Karen Devell

James Z...

Shelby L. Bryan

John C. Moore

EmCroy

Russell...

Alex D. Cuy

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~~2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.~~

~~3. Upon request, upward mobility training and information shall be provided to all call center employees.~~

~~4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.~~

C. Ergonomics:

~~An ergonomically sound environment is essential to the health and welfare of all call center employees.~~

~~1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least~~

TA SEIU Local 1000

Brunchy Mod
Joyce White

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Neal Clark
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Douglas Bromm
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Harry Fucci
Jerry Phillips

Shirley Ann
Karen Devell
James Z...

Shelia L. Bryan
John Entw...
McCray
Russell Johnson
Alex D. Cop
Carolyn Allen

~~two (2) weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms they receive prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.~~

~~2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.~~

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~~3. Upon the Union's request, departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.~~

~~4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and~~

TA SEIU Local 1000

~~movements that can lead to repetitive trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.~~

~~5. The employee may make a request to his/her supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after non-resolution of the problem. "Risk Management" shall reply in a reasonable time.~~

~~6. Every employee assigned to a call center will also be given access to the booklet, "Safe and Healthful Workstation Guide".~~

D. Headsets:

~~Call centers shall accommodate reasonable requests for an employee's choice of headsets.~~

E. Call Monitoring:

Brandy M...
Joyce Wheeler
Mike
Red [unclear]
Steven
Dylan [unclear]
Harry Fine
Jay R. Phillips
Wendy [unclear]
Karen DeWalt
James [unclear]
Shelvia L. Bryan
John [unclear]
McCray
Russell [unclear]
Xean D. Cap...
Carly [unclear]

TA SEIU Local 1000

Brunchford

Joyce Williams

Mike

Red Allen

Green

Dulany

[Signature]

Hampshire

Jay R Phillips

Wendy Lane

Karen DeWalt

James Z...

Shelby L. Byrd

John [Signature]

McCree

Russell Johnson

Sean D. Cox

Carly [Signature]

~~1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.~~

[Handwritten mark]

~~2. Pursuant to the entire agreement clause, a department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.~~

[Handwritten initials: KO, JB, SO]

~~3. Employees shall be notified before monitoring of their calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored.~~

F. Other:

~~1. Appropriate call center technology should be applied.~~

~~2. 19.3(B) of the SEIU Local 1000 Master Contract shall be applied to all call center employees.~~

~~3. The State shall notify the Union prior to the~~

TA SELU Local 1000

~~creation of any new call center and/or the selection of any 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.~~

~~Brandon Mob
Joseph White
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Michael
Steven
Dulvan Brown
Harry Price
Tony R. Phillips
Shabir
Karen DeWalt
James Z...~~
Shelbi L. Bryan
John C. Moore
McCray
Russell Johnson
Kearn D. Cuy
Carolyn Allen

~~4. The State shall train all call center managers/supervisors sufficiently so that they can: (1) perform the duties of their staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out their duties; (4) handle escalated calls.~~

~~BA~~
KD
JM
SO

~~5. These recommendations do not commit the State or any State department to the expenditure of unbudgeted funds.~~



Union Proposal
Bargaining Unit 4

Date _____

6:20pm
8/28/19

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Proposal No: 1

2138 28Aug19

[Handwritten notes and signatures on the left side of the page, including 'BUEY', 'Karen Affin', 'nindi...', 'JE a...', 'Teresa Lopez', 'Larry May', 'Lefallen', and 'edth']

The Union proposes the following language:

21.4.4 Call Centers (Unit 4)

~~A. Definition of a Call Center:~~

~~A call center is the central point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.~~

[Handwritten notes and signatures on the right side of the page, including 'K. D. Ross', 'J. P. ...', and 'B. ...']

~~B. Training:~~

~~Training is essential to the creation and maintenance of an effective call center.~~

- ~~1. Training programs for new employees shall be pre-defined programs of classroom and on-the-job training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle; (5) shall be trained on how to properly escalate problem callers; and (6) ergonomic training.~~

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2. ~~Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.~~
3. ~~Upon request, upward mobility training and information shall be provided to all call center employees.~~
4. ~~Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.~~

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C. Ergonomics:

~~An ergonomically sound environment is essential to the health and welfare of all call center employees.~~

1. ~~Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least~~

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~~two (2) weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms they receive prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.~~

~~2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.~~

~~3. Upon the Union's request, departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.~~

~~4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and~~

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~~movements that can lead to repetitive trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.~~

~~5. The employee may make a request to his/her supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after non-resolution of the problem. "Risk Management" shall reply in a reasonable time.~~

~~6. Every employee assigned to a call center will also be given access to the booklet, "Safe and Healthful Workstation Guide".~~

~~D. Headsets:~~

~~1. Call centers shall accommodate reasonable requests for an employee's choice of headsets.~~

~~E. Call Monitoring:~~

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TAG
CPO
KYS

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KL

~~1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.~~

~~2. Pursuant to the entire agreement clause, a department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.~~

~~3. Employees shall be notified before monitoring of their calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored.~~

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~~F. Other:~~

~~1. Appropriate call center technology should be applied.~~

~~2. 19.3.4 (B) of the SEIU Local 1000 Master Contract shall be applied to all call center employees.~~

Handwritten initials: KR

~~3. The State shall notify the Union prior to the creation of any new call center and/or the selection of any 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.~~

Handwritten notes:
Karen Jenkins
Mindi Byrum
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Treat Reese
Jimmy Gray
Chad Allen
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~~4. The State shall train all call center managers/supervisors sufficiently so that they can: (1) perform the duties of their staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out their duties; (4) handle escalated calls.~~

Handwritten notes:
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~~5. These recommendations do not commit the State or any State department to the expenditure of unbudgeted funds.~~



Union Proposal
Bargaining Unit 1

Date _____

1A

Proposal No: 1 8-7-19

The Union proposes the following rollover language:

Stack

2:37 pm

Handwritten signatures and initials including S.S.L., A. DeT..., Susan D..., and others.

1A SEIU Local 1000

8/7/19 @ 2:37 pm

21.5.1 Work Space Allocation (Unit 1)

A. Union Participation Matrix

The Union Participation Matrix is to be utilized by the departments in the design of newly constructed, leased, remodeled and/or renovated office space. The Union Participation Matrix clarifies the Union's involvement and in what way the Union contributes to the plan development. The objective is to ensure that the Union is involved throughout the project, from beginning to end, and ensure that management understands the role of the Union.

Union Participation Matrix

	Site Selection	Materials & Finishes	Furniture	Macro Layout and Space Plan (restrooms, parking, breakrooms)	Micro Layout and Space Plan
Union	E	E	ABCD	E	ABCD
Steering Committee	B	B	B	B	E
Solution	E	ABF	AB	AB	ABCD

Vertical list of handwritten initials: 8R, A3, HP, CG, GC, JA, MN, SLS, SA, MW, TP, CW, BR, JWD, KB, DB, CA, PJ, MT

Teams					
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TA SEIU Local 1000

Levels of Participation

A – Input establish criteria	D – Review and decide
B – Review and influence solutions	E – Informed
C – Develop solutions	F – Choice (palette of options)

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 JC
 JA
 MN
 SLB
 SA
 P
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 LB
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B. State Space Allowances Standards

State Administrative Manual (SAM) section 1321.14
 (Revised 1/23/02)

The Real Estate Services Division (RES D) is responsible for developing and implementing planning and design standards and determining space needs for state owned and leased facilities. The following table delineates the maximum space allowances and space types for each job category. The allowances indicate net square feet and do not include space for circulation and special requirements outside the office/workstation space. These standards are general guidelines and can be modified and developed to meet job requirements of individual agencies and their employees.

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Once an agency's design standards and space allocations have been developed and approved by RESD, any modifications must be reviewed and approved by RESD.

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State Space Allowance Standards		Maximum Net Square Feet by Space Type				
Job Category	Examples of Typical Job Titles	**CF Private	**CF Open	**CF Group	**MSF Open	**MSF Group
Executive	Cabinet Secretary, Agency Administrator, Board Chairperson, Department Director, Commissioner	300				
Administrators	Deputy Director, Assistant Director, Executive Secretary, Department/Division Chief, Branch/Office Chief, Board Member	200				
Managers	Bureau Chief, Deputy or Assistant Chief, section Head	150				
*	Dept. Administrative Officer or Fiscal Officer, middle managers	150	150		112	
Supervisors*	Supervisor of large unit (10 or more)		125		96	
	Supervisor of small unit (9 or less), Asst. Unit Supervisor, First-line Supervisors		110		96	
Attorneys***	Attorney	150	100	100	80	80
Technical Professionals	Architect, Engineer			100	80	80
Working Professionals	Analyst, Accountant, Social Service Worker, Business Service Officer, Correctional Officer, Referee		100	100	64	64
Clerical Supervisors*	Clerical Supervisor		75		64	
Clericals	Account Clerk, Office Technician, Office Assistant, Stock Clerk		75	60	64	40

*THE NEED FOR PERIODIC PRIVACY AND

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TA SEIU Local 1000

CONFIDENTIALITY SHOULD BE CONSIDERED DUE TO PERSONNEL/LABOR RELATIONS ISSUES THROUGH THE EFFECTIVE WORK STATION LOCATION, CONFIGURATION OR PLACEMENT OF QUIET ROOMS.

****Definition of Terms**

CF

Conventional Furniture:
Freestanding furniture used to make up a workstation, whether in traditional or open office design.

MSF

Modular Systems Furniture:
System of interconnecting acoustical panels and hang-on components used to make up a workstation. Used in open office design.

Private

One person, individual, hardwall constructed office for classifications indicated. The RESD staff is available to work with agencies to prepare justifications for exceptions to these standards.

Open

Office design with a minimum of private offices. Emphasizes flexibility of reconfiguration, uses MSF or screens and conventional furniture.

Group

Hardwall constructed office or

State
[Handwritten signatures and initials: ADT, SO, EL, BR, KD, MS, etc.]

[Vertical list of handwritten initials: SR, AZ, HP, CG, JC, SA, MA, SLB, DA, AM, P, DM, [green], QWO, KA, DB, LB, OA, [unclear], [unclear]]

TA SETU Local 1000

MSF workstation with two (2) or more persons sharing the working area. Used with compatible work functions.

Stak

*Throughout the design process, RESD Space Planners shall work with the client to establish allocations of personal and programmatic storage and file space for each employee as appropriate to the selected strategies.

***Applies to Trial Attorneys only, unless justification is submitted to RESD for review and approval.

C. Alternative Office Strategies

State Administrative Manual (SAM) section 1321.15
(Revised 1/23/02)

The RESD shall assist agencies/departments in the design of office space through the use of appropriate Alternative Officing (AO) methodologies to better utilize existing and proposed space and to support employee alternative work schedules. AO strategies are:

Universal Plan Standardized design of workstation area that allows departments to move people rather than furniture.

Team Space Open workspace arrangement involving workstations with fewer, lower partitions to facilitate communication and collaboration.

Shared Two (2) or more employees

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CA
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SLB
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Workspace sharing a single, assigned workspace either during the workday or on different shifts or schedules.

Teleworking Employees work at home, field office or designated Teleworking Centers one (1) to five (5) days a week on either a formal or informal schedule.

Satellite Office A full service office location used by full-time employees living nearby.

Free Address Non-dedicated, unassigned workspace at an agency/department location available to the employee on a first-come, first served basis.

Hoteling Non-dedicated, unassigned workspace at an agency/department location reserved by the employee via a designated coordinator, on an as-needed basis.

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Harry Price
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Jan D. Cap
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McCray
Bundy [Handwritten signature]
Joan [Handwritten signature]
Karen [Handwritten signature]
Calvin [Handwritten signature]
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Joseph M. [Handwritten signature]
Russell [Handwritten signature]
Michael [Handwritten signature]



Union Proposal
Bargaining Unit 1

Date 7/29/19

Proposal No: 1
2:12pm
7-29-19
State
[Signature]

The Union proposes the following rollover language:

FA SEIU Local 1000

21.6.1 Hearst Castle Night Tours (Unit 1)

SR 7/29/19 @ 2:12pm
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A. Guides in all categories will be required to work up to a maximum of twelve (12) evening tour shifts per fiscal year. Guides will be assigned evening tour shifts based on the current scheduling procedures.

B. A volunteer pool will be established and used as follows:

1. Guides will be polled in July of each year as to whether they wish to volunteer beyond the maximum twelve (12) evening tour shifts.
2. When needed, Guides who have volunteered will be placed on the schedule based on their total monthly hours excluding hours worked in evening tour shifts. The Guide with the least number of monthly hours will be scheduled first.

C. If the evening tour shifts cannot be covered by A. and B. above, Guides will be assigned to the schedule

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Sharon Damm
Key DeBass
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based on the same seniority guidelines used for preferred day off requests. Except that, the Guide with the lowest seniority will be assigned first, second lowest will be assigned second, etc.

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D. Scheduled shifts that include an evening tour shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue. These hours shall be counted towards the maximum yearly hours, not to exceed 1,500 hours.

E. Guides working an evening tour will not be scheduled for their next shift within ten (10) hours of their ending evening tour shift, unless mutually agreed upon between the supervisor and Guide.

F. Additionally, any shift of less than five (5) hours shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue.

G. Should the department determine that the above does not meet the needs of the department, the department and SEIU Local 1000 mutually agree to meet and confer over the impact of any proposed change.

TA SEIU Local 1000

James Zeros
Ruben Bonner
Jean D. Coy
Harry Price
Karent Deloff
Mel Okin
Carolyne M. Alt
Tom R. Phibbs
Brenda M. Pitt

Om Craig
John E. Brown
Joyce White
Mark Brown

Green
Mull
Shelia L. Bryan
Russell Selinger
Meredith / 5/10/19



Union Proposal

Bargaining Unit 1

Date 7/29/19

Proposal No: 1

The Union proposes the following rollover language:

21.7.1 Organizational Development (Unit 1)

No appointing power shall negotiate independently with rank-and-file employees via committee action any agreement that is in conflict with the terms and conditions established by the provisions of this Contract.

2:11 pm
7-29-19

TA

TA SEIU Local 1000
7/29/19 @ 2:11 pm

James Zar
Harry Price
Jean D. Cox
Walt
Shelie L Byars
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John
McCray
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Joyce Wheeldears
Haven DeWoll
Dolores Bonner

Carole M. All
Russell Johnson
Maureen J. Fry

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Susan Dan
Kelly O'Ross
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Union Proposal

Bargaining Unit 1

Date 8/5/19

Proposal No: 2 *4:51 pm*

The Union proposes the following language:

TA 8.5-19
State

21.8.1 EDD ~~One-Stops~~ America's Job Center of California (Unit 1)

The EDD and CalHR shall include these provisions in all MOUs entered into with local ~~One-Stop~~ partners:

TL @ 4:50pm SK
America's Job Center of California

Paul N Sh
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Susan D
Kelly Parks

TA SEIU Local 1000
8/5/19 @ 4:51 pm

A. The local Workforce Investment Board certifies that its ~~One-Stop Centers~~ America's Job Center of California will recognize and comply with applicable labor agreements affecting represented employees located in the Centers. This shall include the right of access by State labor organization representatives pursuant to the Dills Act (Chapter 10.3 of Division 4, of Title I of the Government Code, commencing with section 3512).

B. State employees who are located at ~~One-Stop Centers~~ America's Job Center of California shall remain under the supervision of their employing department for the purposes of performance evaluation and other matters concerning civil service rights and responsibilities. State employees performing services at ~~One-Stop~~

James Z...
Jean D. Col
Catalyn Allie
Duloris Bonner
Crystal McCray
Joyce Wheeler
Karen D. Wall
Shelby...
Sheli L. Bryan
Brenda...
John C. Moore
Harry Price
Tom R. Phillips

Carol...
Russell Johnson

TA SEIU Local 1000

James Z...
Jean D. Co...
Cynthia All...
Dallas Bon...
Crystal M. Cr...
Joyce Wheeler
Karen Debb...
Neil...
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Shelby L. By...
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Brenda J. M...
John...
Harry Price
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Russell John...

Centers America's Job Center of California shall retain existing civil service and collective bargaining protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.

C. If work-related issues arise at ~~One-Stop~~ America's Job Center of California between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employees' civil service supervisor. The ~~One-Stop Career Center~~ America's Job Center of California operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (Part 2.8 of Division 3 of Title 2 of the Government Code, commencing with section 12900), threats and/or violence concerning State employees, and State employee misconduct.

Grievances related to this section can only be processed through Step 3 (CalHR) of the grievance and arbitration article of this Contract.

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Union Proposal

Bargaining Unit 1

Date 8/5/19

Proposal No: 1 *4/18/19*

TH 8-5-19

The Union proposes the following rollover language:

21.10.1 Incompatible Activities (Unit 1)

A State officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a State officer or employee.

Each department shall determine, subject to approval of CalHR, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as State officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to, all of the following:

- A. Using the prestige or influence of the State or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- B. Using State time, facilities, equipment, or supplies for private gain or advantage.

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TA SEIU Local 1000

8/5/19 @ 4:48pm

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- C. Using, or having access to, confidential information available by virtue of State employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- D. Receiving or accepting money or any other consideration from anyone other than the State for the performance of his/her duties as a State officer or employee.
- E. Performance of an act in other than his/her capacity as the State officer or employee knowing that the act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the officer or employee.
- F. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be

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substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee consistent with CalHR guidelines (Reference Code 85-05).

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G. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his/her full-time, attention, and efforts to his or her State office or employment during his/her hours of duty as a State officer or employee. When an appointing power determines there is a need to establish a new incompatible activity statement or add to or alter an existing incompatible activity statement, the Union will be notified and given an opportunity to meet on the proposed incompatible activity statement with the appointing power. An employee may request that the appointing power grant an exception to the prohibitions on outside employment contained in the applicable incompatible activity statement. If the exception is denied, it shall be reviewed, upon request by the employee, by a committee composed of two (2) representatives of the appointing power and two (2) representatives of the Union. The committee will issue a recommendation

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within fifteen (15) calendar days to the department head or designee for decision. The department head or designee shall issue a written final decision within fifteen (15) calendar days.

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 Harry Price
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 John D. Coy
 Matt
 Phil L. Payne
 Neal Olan
~~At seen~~
 John Crawford
 J. R. Miller
 M. C. Craig
 Branch of M. H.
 Jaye Whittle
 Karen Deibel
 Rulon Ponnien
 Yusuf Khan
 Carapi M. Allen
 Russell Johnson
 Mark J. Hill

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T1 @
9:51 AM

Union Proposal
Bargaining Unit 3
Date 8-21-19

Proposal No: 3

The Union proposes the following rollover language:

21.11.3 Class Size (Unit 3)

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

B. The Union may request from the CDCR, Adult an exemption from the existing class size to the superintendent or designee. The affected department shall, within twenty (20) calendar days, either grant or deny the requested exemption and inform the Union and the affected teacher in writing of the department's decision. The parties may agree to mutually extend the

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twenty (20) calendar day time frame. If the request for class size exemption is denied by the Warden, the Union may appeal to the next level of authority for review.

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

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

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

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

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

William
McKee

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

Marcus
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State
Tyquon Taylor
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Union Proposal
Bargaining Unit 3
Date 8-5-19

Proposal No: 1

The Union proposes the following rollover language:

21.12.3 Student Discipline (Unit 3)

A. Upon request of the Union, the State agrees to consult with the Union representatives on the development of a written student discipline program.

B. Teachers may recommend either temporary or permanent removal of a student when in his/her professional judgment the teacher believes a student's behavior is interfering with the learning of others or when a teacher/instructor or other students are being threatened; however, the State employer retains the authority to remove or suspend a student from the classroom.

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TA @ 5:21 pm

8/5/19

Suzanne Knapp

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Union Proposal
Bargaining Unit 3
Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

21.13.3 Student Class Assignment (Unit 3)

A. It is the common goal of management and the Union that students attending State classes be assigned to appropriate classes. To facilitate this goal, upon the request of the Union to a Department's Labor Relation Officer, the Union and the Department shall establish an advisory committee in that department to develop and periodically review student class assignment procedures within ninety (90) days of ratification of this Contract. These committees shall have equal numbers of Union and management members.

B. The assignment procedure shall include the decision-making process and the position(s) responsible for classroom assignments and review of assignments.

C. Students shall be assigned according to the established policies. When a teacher believes a student is inappropriately assigned the assignment will be referred to the position designated in the policy for

TA @ 5:21 pm

8/5/19

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review and appropriate assignment.

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

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Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 2

TAC @ 8:30 pm

The Union proposes the following rollover language:

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

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

Teacher preparation is work time to be used for the purpose of supporting classroom instruction at a level consistent with the diversity of student needs and changing program demands.

Management may grant additional preparation time to an individual teacher when management has made a major change in the teacher's assignment or when another need for additional preparation time arises.

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

Job duties not directly in support of classroom instruction will be scheduled, to the extent possible, with reasonable prior notice, taking into consideration teacher workload and operational needs.

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Maurice
A/H
Jesse

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THA @ 2:15 pm
8/16/19

Union Proposal
Bargaining Unit 3

Date 8/16/19

Proposal No: 3

The Union proposes the following rollover language:

21.15.3 Off-Site Teacher Preparation Time (Unit 3)

Consistent with the provisions of section 19.1.3 (Hours of Work), employees in Unit 3 teaching classes may schedule their instructional preparation time off-site, provided the time scheduled is during non-student contact time as determined by management.

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11:55 AM
8/16/19

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MBA

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Chris Sheffield

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Union Proposal
Bargaining Unit 3

Date 7-29-19

Proposal No: 1

The Union proposes the following rollover language:

21.16.3 Professional Responsibility (Unit 3)

- A. It is the State's policy to allow Unit 3 employees the exercise of professional judgment in their work recognizing, nonetheless, that ultimate responsibility for determining work methods and selecting methodologies, curricula, etc., rests with management.
- B. Recognizing the professional status of Unit 3 teachers and librarians, any portion of a performance evaluation concerning professional practice shall be prepared, whenever possible, by a credentialed supervisor or administrator.

TA @ 3:51

7/29/19

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Stephanie Krapp

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Chris Sheffield

State 7/29/19

Jim June
Chloe

Guy
Suzanne

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Judy Winstel
Allay Blake
Lynne Fisher

T/A @ 4:05 pm



Union Proposal

Bargaining Unit 21

Date 8/6/19

Proposal No: 1

The Union proposes the following rollover language:

21.16.21 Professional Responsibility (Unit 21)

A. It is the State's policy to allow Unit 21 employees the exercise of professional judgment in their work including work methods, objectives, and hours.

B. Unit 21 employees shall exercise their professional judgment in their work, including scheduling of work hours and locations consistent with the fulfillment of professional responsibilities.

C. Both parties recognize that ultimate responsibility rests with management.

T/A 8/6/19

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STATIE

Guy Berghraef
Marian Jongh
Kelly DeRoss
Anneth Kerk



Union Proposal

Bargaining Unit 3

Date 7/25/19

Proposal No: 1

The Union proposes the following rollover language:

21.17.3 Recognition of Authorship (Unit 3)

The State employer shall recognize authorship of Unit 3 civil service and exempt employees involved in the writing of publications by identifying principal contributors in the title page, if any, of said publications. In the event of disputes involving the identity of principal contributors to State publications, the department head shall resolve such disputes. Articles or manuscripts, written under State auspices, shall give recognition of principal authorship on the title page, if any.

TA @ 12:45 pm

7/25/19

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Alyson Knapp

State
Guy Burshraef

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Lynwood Jones

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Alyson Knapp

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Jennifer Wintke

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Alyson Knapp

2:32 pm



Union Proposal
Bargaining Unit 21

Date 7/26/19

Proposal No: 1

7/26/19

The Union proposes the following rollover language:

21.17.21 Recognition of Authorship (Unit 21)

The State employer shall recognize authorship of Unit 21 civil service employees involved in the writing of publications and preparation of electronic media presentations by identifying principal contributors and/or authors in said publications and presentations. In the event of disputes involving the identity of principal contributors or principal authorship, the department head or designee shall resolve such disputes.

Employees may request their name not be cited within the publication.

Myra Corbin
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state
7/26/19

Annette Kahn
Kelly DeRoss
Greg Berggren
Marian Jones Hui

07/29/19
2:10pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following language:

21.18.11 Drug and Alcohol Testing (Unit 11)

A. Commercial Drivers' License Holders

1. Unit 11 employees whose job assignment requires them to have a commercial drivers' license 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

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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 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.

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07/29/19

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 CalHR rules 599.960, 599.962, 599.964, 599.965, and 599.966; 49 Code of Federal Regulations (CFR) Part 40, et al; and 49 CFR 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

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employee for a first positive drug or alcohol test or for refusing to test. Employees so dismissed, except those on probation, shall 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

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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 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 Skelley Officer's decision. In the event the

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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.

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Curtis Jones
Buckley
Albert M...
M... T. F...

TIA 4:49 pm
07/29/19

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7/23/2019 11:41 AM



Union Proposal
Bargaining Unit 17

TA

Date 7/30/19

Proposal No: 1

TA
1:43pm
Union

The Union proposes the following rollover language:

21.19.17 Nursing Policy and Procedures Manual (Unit 17)

Within the Departments of Education and Veteran's Affairs, Department of Corrections and Rehabilitation, State Hospitals, and Developmental Services, each department will establish Nursing Policy and Procedures Manual(s), which shall include, but not be limited to, provisions on doctors orders, validated standard medication procedures, medical protocol, and record keeping. This provision applies only to those work areas where hands-on-care is provided. A manual shall be provided at each facility where hands-on-care is provided and such manual(s) shall be freely accessible to Unit 17 employees.

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W. B. B. B.
Tony Zuber

D. Steadman

M. D. R.

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G. G. G.



Union Proposal
Bargaining Unit 17

TA

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

**21.20.17 Labor/Management Committee – Nurse Utilization
(Unit 17)**

TA 1:44 pm
UNION
K. Conway
M. [unclear]
B. [unclear]
Tommy Zubart
D. Steadman
M. [unclear]
State
Alice [unclear]
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Gault

A. Any department with Unit 17 employees shall upon request by Unit 17 establish a joint labor/management committee to review the current utilization and scope of practice of registered nurses. The committee shall review applicable Federal and State regulations for the purpose of developing recommendations regarding organizational, regulatory and legislative actions necessary to assure the full participation of registered nurses in the department's treatment programs. The committee shall consist of no less than two (2) representatives from Unit 17 and no less than three (3) representatives from department management. Employees shall suffer no loss of compensation as a result of participation in the labor/management committee meetings. Each party shall be responsible for the expenses of their participants. The parties shall meet and confer prior to implementing any

recommendations pertaining to issues within the scope of practice. Management shall invite subject matter experts to speak on specific items.

B. For facility issues, a subcommittee of the labor/management committee may be convened at each facility identified by Unit 17. For purposes of the subcommittee, in lieu of the statewide labor/management committee Unit 17 representatives, the Union may appoint two (2) facility representatives to participate. Subcommittee issues may include, but are not limited to, housekeeping duties, janitorial duties, in-service training and Professional Practice Groups.

TA UNION 1:44pm

A. Cawant
W. Scott
B. Muthri
Tony Judant
Dai Steadman
M. K.

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Helen Herrera
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Union Proposal
Bargaining Unit 17
Date 7/30/19

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Proposal No: 1

TA
1:44pm
Union.

The Union proposes the following rollover language:

21.21.17 Contract Violation Waiver (Unit 17)

Waiver of any violation of this Contract, or failure to enforce any of the terms shall not constitute a waiver of the right to future enforcement of any of the terms.

[Handwritten signatures and names in blue ink:]
C. Cant
Nancy S.
Mark B.
Tony Zuckert
Dan Steedman
M. M.
State
H. H.
A. B.
J. J.
J. J.
J. J.



Union Proposal
Bargaining Unit 17
Date 7/30/19

TA

TA
1:45pm
Union

Proposal No: 1

The Union proposes the following rollover language:

21.22.17 Licensure (Unit 17)

The State of California requires that registered nurses, as health care providers, will be currently licensed.

The State and the registered nurses it employs are committed to the highest levels of patient care in terms of the patient's health and safety. Accordingly, the parties agree that the registered nurse shall not practice, nor shall the registered nurse be required to practice, in any manner, which places the registered nurse's license in jeopardy.

This section is not arbitrable; however, it may be grieved to the third (CalHR) level.

L. Cant
M. Smith
T. Z...

D. Steidman
M. D.

State
H. ...
J. ...
M. ...
J. ...



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1000
7/29/19
@ ISOS

The Union proposes the following rollover language:

21.22.20 Licensure/Certification (Unit 20)

- A. The State and the Union recognize there are various licenses and certifications held by the employees. Accordingly, the parties agree that employees shall not practice, nor shall they be required to practice, in any manner which places their license/certification in jeopardy.
- B. This section is not arbitrable; however, it may be grieved to the third (CalHR) level.

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Karen Frank
WJ
Patricia J. Keenan
Charles
ML 2/12

Starte
Della
John
Annette Kahn
[Signature]
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[Signature]



Union Proposal
Bargaining Unit 17
Date 7/30/19

TA

Proposal No: 1

TA 1:45pm

The Union proposes the following rollover language:

UNION

21.23.17 Recruitment and Retention Committee (Unit 17)

The State and the Union recognize the immediate need to retain existing Registered Nurses and recruit and retain additional Registered Nurses. For this purpose, the State and the Union shall agree to utilize the existing Labor/Management Committee format identified in section 5.10 of this Agreement.

Upon request by the Union, the State agrees to convene meetings with the Union for the express agenda to examine the recruitment and retention of Registered Nurses. For purpose of these meetings, held on a department-wide basis, the Union shall be allowed three (3) rank-and-file participants who shall be appointed by the Union and serve without loss of compensation. Union staff may participate in these meetings. Written reports of recommendations shall be submitted to the respective department director (or designee) with a copy to CalHR and the Union.

The goals of the meetings may include, but are not limited to:

1. Identify work sites and divisions where there

[Handwritten signatures: K. Conway, Nanda, B. M., Tony Judak]

[Handwritten signatures: Dei Steedman, MK]

[Handwritten signatures: State, Hilda, J. ...]

[Handwritten signatures: J. ...]

exists retention and recruitment difficulties for Registered Nurses;

2. Devise strategies and plans for resolving identified recruitment and retention problems, including but not limited to, the development or improvement of recruitment and retention programs;
3. Review may include but not be limited to: preceptorship, participation at job fairs, college presentations, new graduate programs, and re-entry programs;
4. Formulate recommendations for improving Registered Nurse recruitment and retention including methods and procedures to help resolve weekend and holiday-time staffing issues and avoid the need for overtime work;
5. Make recommendations for the improvement of staff morale and the enhancement of professional recognition of Registered Nurses.

TA 1:45pm
UNION

KCawant
Nanda
B. M. M. M.

Tommy Zubert

State
Hilda Herrera
J. J. J.

Dir Stadma

UK

gabriel

@ 1:32 p.m.



Union Proposal

Bargaining Unit 21

Date 7/26/19

Proposal No: 1

7/26/19

The Union proposes the following rollover language:

21.24.21 Job Related Conferences and Conventions (Unit 21)

The State and the Union recognize that certain benefits accrue to the State and Unit 21 employees through participation in job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities as are of value to the State.

Muel Cordova

[Handwritten signature]

State
7/26/19

Annette Kahn

Kelly DePoss

Guy Burghes

Marian Jongsma



T/A @ 2:13 pm
8/16/19

Union Proposal
Bargaining Unit 3

Date _____

Proposal No: 3

The Union proposes the following rollover language:

21.25.3 Work Assignment Notification (Unit 3)

Management of the CDCR shall make a reasonable effort to inform its teachers of their next year's work assignment prior to the end of the Academic Calendar. If any change in assignment becomes necessary, the Department will endeavor to notify the affected teachers as soon as possible. Where changes are made, the employee will be provided a written explanation of the need for such change.

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8/16/19
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state
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Union Proposal

Bargaining Unit 15

Date 8/2/19

@ 11:45

Proposal No: 1

SEIU 1000

The Union proposes the following rollover language:

21.26.15 Custodial Routes (Unit 15)

- A. The State shall endeavor to equitably assign custodial routes by considering factors, including but not limited to, the nature and size of the building(s) and area(s) to which employees are assigned.
- B. This section shall be grievable up to the departmental level of review.

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 T.A. 8/2/2019 11:45AM
 Stacy Miranda
 [Signature]

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 [Signature]
 Maggie Gray



Union Proposal
Master Table

Date _____

6:21pm
8/28/19
Kristina Romo
Proposal No: 3

The Union proposes the following language:

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21.X Call Centers

Ugwaeker

A. Definition of a Call Center:

802

A call center is the point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.

*Brod Wilkes
T Hill*

*SA
My address
802*

Ma Key

B. Training:

Training is essential to the creation and maintenance of an effective call center.

Dulsa Pluma

Helen Jeffis

Brooke Perma

Glenn

Michelle

Roberto

*Susan
B...*

1. Training programs for new employees shall be pre-defined programs of classroom and on-the-job training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle; (5) shall be trained on how to properly escalate problem callers; and (6) ergonomic training.

2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.

3. Upon request, upward mobility training and information shall be provided to all call center employees.

4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.

C. Ergonomics:

An ergonomically sound environment is essential to the health and welfare of all call center employees.

1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least

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two (2) weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms they receive prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.

2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.
3. Upon the Union's request, departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.
4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and

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movements that can lead to repetitive trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.

5. The employee may make a request to his/her supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after non-resolution of the problem. "Risk Management" shall reply in a reasonable time.

6. Every employee assigned to a call center will also be given access to the ~~booklet, "Safe and Healthful Workstation Guide"~~ information on workstation ergonomics.

D. Headsets:

Call centers shall accommodate reasonable requests for an employee's choice of headsets.

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E. Call Monitoring:

1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.
2. Pursuant to the entire agreement clause, a department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.
3. Employees shall be notified before monitoring of their calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored.

F. Other:

1. Appropriate call center technology should be applied.
2. 19.3(B) or 19.3.4(B) of the SEIU Local 1000 Master Contract shall be applied to all call center

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employees.

3. The State shall notify the Union prior to the creation of any new call center and/or the selection of any 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.

4. The State shall train all call center managers/supervisors sufficiently so that they can: (1) perform the duties of their staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out their duties; (4) handle escalated calls.

~~5. In recognition of the skills and knowledge required, any employee engaged in the duties covered by the definition of a call center shall receive a one hundred dollar (\$100) differential per pay period. Part time and intermittent employees performing the duties described above shall receive the differential on a pro rata basis.~~

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These recommendations do not commit the State
or any State department to the expenditure of
unbudgeted funds.

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6. Dispute Resolution Process

If the Union disagrees with the department's
determination of a call center under the definition
provided in 21.4, the Union may file a dispute
directly at the third step of the grievance
procedures as provided in Article 6 – Grievance,
Arbitration, and AWOL Procedures. Any dispute
arising under this section shall not be subject to
arbitration.

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Bullis
T.M.
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Gus...
Herem...
Booker...
A.C. mat
M.L. Carder
Robert Vega

Handwritten note:
Any CalHE determination
of a Call Center will
address any applicable
pay differentials
Ducio Rodriguez
8/28/19
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