

Union Proposal Master Table

Date

Proposal No: 1

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The Union proposes the following rollover language: كالمراكات

#### 5.1 No Strike

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

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

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Union Proposal Master Table

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Proposal No: 1

The Union proposes the following rollover language:

5.2 No Lockout

No lockout of employees shall be instituted by the State during

the term of this Contract.

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Union Proposal

Master Table

Date 7-31-19

**Proposal No: 1** 

The Union proposes the following rollover language:

5.3 Individual Agreements Prohibited

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with Union concurrence.



Master Table

Date 8-19-19

Proposal No: 2

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The Union proposes the following language:

### 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 <a href="mailto:practicable">practicable</a> to renegotiate

the invalidated provision(s).

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Master Table

Date 7-31-19

**Proposal No: 1** 

# The Union proposes the following rollover language:

#### 5.5 Reprisals

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

construed.

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Master, Table

Date

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Proposal No: 2

The Union proposes the following language:

5.6 Supersession

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

A. Government Code Sections

1. General

19824 Establishes monthly pay periods.

19838 Provides for methods of collecting

overpayments and correcting payroll

errors to employees.

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

19888 Specifies that service during an emergency is to be credited for vacation, sick leave and Merit Salary

Adjustments (MSA).

#### 2. Step Increases

19835

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

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

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

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.

isplu SR	19836	Provides for hiring at above the minimum salary limit in specified instances.
TIB 172.	19837	Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)
me D	3. <b>Holidays</b>	84
	19853	Establishes Holidays.
MC	19854	Adds Establishes Personal Holiday.
BP	4. Vacation	MIM
	19856	Requires CalHR to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
	19856.1	Allows CalHR to establish rules for vacation accrual for absences of ten days or less.

19858.1

Establishes vacation earning rate.

u Ju	19863	Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
DA IM	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.
MID	5. Sick Leave	Set .
MC BP	19859	Defines amount earned and methods of accrual for full-time and part-time employees.
	19861	Allows CalHR 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

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leave and prescribes how it may be used.

19864 Allows CalHR to provide by rule for

sick leave without pay for employees

who have used up their sick leave

with pay.

19866 Allows rules to allow sick leave

accumulation for non-civil service

employees.

19991.4 Provides that absence of an

employee for a work-incurred

compensable injury or disease is

considered continuous service for the

purpose of the right to sick leave.

## 6. Uniforms, Work Clothes, and Safety Equipment

19850 Definitions.

19850.3 CalHR to determine need for uniform

replacement.

19850.4 Provides for work clothes for

purposes of sanitation or cleanliness

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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.

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19874	Allows employees to receive workers'
	compensation benefits after
	exhaustion of IDL benefits.
19875	Requires three-day waiting period,
	unless hospitalized or disability more
	than 14 days.
19876	Payments contingent on medical
	certification and vocational
	rehabilitation.
19877	Authorizes CalHR to adopt rules
	governing IDL.
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# 8. Non-Industrial Disability Insurance (NDI)

19877.1

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.

Sets effective date.

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19881 Bans NDI coverage if employee is receiving unemployment compensation. 19882 Bans NDI coverage if employee is receiving other case payment benefits. 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose. 19884 Filing procedure; determination and payment of benefits.

#### 9. Life Insurance

19885

21600 Establishes group term life insurance benefits.

Authorizes CalHR to establish rules

21604 Provides for Death Benefit from PERS.

governing NDI.

21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

#### 10. **Health Insurance**

22808

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

Sets employer contribution.

Sets employer contribution. 22871.3

contribution.

#### 11. Work Week

22871

Establishes Work Week Groups. 19843

Sets 40-hour work week and eight-19851 hour day.

#### 12. Overtime

19844 Directs CalHR to establish rules regarding cash compensation time off.

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19848 Permits the granting of compensating

time off in lieu of cash compensation

within 12 calendar months after

overtime worked.

19849 Requires CalHR to adopt rules

governing overtime and the

appointing power to administer and

enforce them.

19863 Allows use of accumulated

compensable overtime while on

temporary disability (due to work-

incurred injury) to augment paycheck.

#### 13. Deferred Compensation

19993 Allows employees to deduct a portion

of their salary to participate in a

deferred compensation tax-

advantaged retirement savings plan.

## 14. Relocation Expenses

19841 Provides relocation expenses for

involuntary transfer or promotion

requiring a change in residence.

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## 15. Travel Expenses

19820 Provides reimbursement of travel expenses for officers and employees

of the State on State business.

19822 Provides reimbursement to State for

housing, maintenance, and other

services provided to employees.

#### 16. Leaves of Absence

19991 Allows release time for civil service examinations.

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

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

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purposes of salary adjustments, sick leave, vacation, or seniority.

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

#### 17. Performance Reports

19992 Allows the establishment of performance standards.

19992.1 Requires performance reports to be accurate.

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

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

## 18. Involuntary Transfers

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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.

Allows seniority to be considered
when two or more employees are in a
class affected by involuntary
transfers which requires a change in
residence.

#### 19. Demotion and Layoff

19997.2 Provides for subdivisional layoffs in a
State agency subject to CalHR
approval. Subdivisional
reemployment lists take priority over
others.

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency

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is combined with seniority to	
determine order of layoff.	

19997.8	Allows	demotion	in	lieu	of	layoff.
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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.

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.

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Master Table

Date 8-14-19

Proposal No:

The Union proposes the following rollover language:

#### 5.7 Non-Discrimination

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

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

Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).

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

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and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).

- D. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- E. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure.

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Master Table

Date

Proposal No

The Union proposes the following rollover language:

#### 5.8 Sexual Harassment

A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.

B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, and/or may be appealed to the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.

C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained. May coerced or otherwise interfered with in the exercise of

his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedures in Article 6.

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# Union Proposal Master Table

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Date _		Proposal No: 1	0-01

The Union proposes to delete the following language:

5.9 Geographic Compensation Task Force

SEIU Local 1000 (the Union) and the State of California (the State) recognize that recruitment and retention issues exist in certain geographic areas. The Union and the California

Department of Human Resources (CalHR) agree to establish a Geographic Compensation Task Force, with the goal of

researching the following:

Identify critical compensation criteria to evaluate different geographic regions. These shall include but not be limited to: (1) comparable wages, (2) housing costs, (3) transportation costs, (4) commute costs, (5) childcare costs, and (6) healthcare costs:

 Identify and review other city, county, state and federal programs utilized to address geographic compensation issues.

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The Union and the State shall each designate one co-chair and be entitled to select a maximum of five (5) other representatives; they shall select their own representatives. Upon mutual agreement, subject matter experts may be invited as needed to attend the meetings and provide expertise. Task Force members and employee subject matter experts shall serve without loss of compensation. The Task Force shall meet monthly but may adjust the schedule by mutual agreement. The first meeting shall take place no later than September 1, 2016.

An agenda shall be agreed upon at least five (5) work days in advance of the meeting. Any information request will be responded to within a reasonable amount of time, which normally should not exceed thirty (30) calendar days.

The Task Force shall schedule and meet with the Director of CalHR no later than September 1, 2017, to advise him/her of the results of its research and discussions.

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Union Proposal

Master Table

Proposal No:

The Union proposes the following rollover language:

5.10 Labor/Management Committees

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

1. Workload.

2. Productivity.

3. Making the worksite more efficient and effective,

4. Improving the quality of service.

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

The JLMC will consist of equal reasonable number of management representatives selected

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by the department head or designee and Union representatives selected by the Union.

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

 JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure or professional practice groups.

- Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the committee.
- Dates and times of meetings and agendas of the JLMC's shall be mutually determined by the members of the JLMC.

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Master Table

Date 7-31-19

Proposal No: 1

## The Union proposes the following rollover language:

#### **5.11 Dignity Clause**

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

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Union Proposal Master Table Date 7-31-19

Proposal No: 1

## The Union proposes the following rollover language:

### 5.12 Upward Mobility Program

Each department shall establish and maintain an upward mobility program consistent with CalHR Regulations. At the request of the Union, the department shall meet to discuss their upward mobility program. Recommendations for adding to or deleting from the upward mobility program shall be considered by the department. Any change shall be consistent with the

CalHR regulations.

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Bargaining Unit 1

Date 8/7/19

Proposal No: 1

The Union proposes the following rollover language:

5.13.1 Correctional Case Records Analyst Workload

Committee (Unit 1)

The State and the Union agree to continue the Joint

Labor/Management Committee to review the Correctional Case

Records Analyst workload, mandatory overtime and training.

The State and the Union shall each be entitled to select a

maximum of five (5) representatives. The Co-Chairs of the Joint

Committee shall be one (1) individual selected by the Union

and one (1) individual selected by the State. The State and the

Union shall select its own representatives. Upon mutual

agreement, subject matter experts may be invited to attend the

meetings and contribute to the discussions. Committee

members and employee subject matter experts shall serve

without loss of compensation.

The Committee shall meet at a minimum of at least once per quarter. The Committee by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in

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advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

The Committee members shall discuss and make recommendations on the following:

- 1. Workload;
- 2. Alternatives to mandatory overtime;
- 3. Training.

The Joint Committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

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Bargaining Unit 4

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

5.13.4 Upward Mobility Task Force (Unit 4)

SEIU Local 1000 (the Union) and the State of California (the State) agree to establish an Upward Mobility Task Force (Task Force), with the goal of jointly reviewing, creating and recommending common "best practices" in the following Upward Mobility Program areas in all departments.

- Promoting Upward Mobility awareness
- Application and approval process
- Accurate tracking and reporting of Upward Mobility metrics
- Achieving compliance with GC 19400 19406 and CCR 599.981 – 599.986

The Union and the State shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the Task Force shall be one (1) Task Force member selected by the The Task Union and one (1) Task Force member selected by the State.

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Within ninety (90) days from the contract ratification, the Co-Chairs shall meet to select the first four (4) departmental participants and determine meeting dates. The Union and the State shall select its own corresponding representatives.

California Department of Human Resources (CalHR) agrees to facilitate departmental participation. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Task Force members and employee subject matter experts shall serve without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting. The Task Force shall meet biannually or more often as agreed to by the Task Force.

The Co-Chairs shall finalize an agenda at least five (5) days in

advance of the meeting.

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Union Proposal Master Table Date 7-31-19

Proposal No: 2

The Union proposes the following language:

5.14 Joint Labor/Management Committee - Model Policy

A. It is in the best interest of the State and the Union to jointly develop a consistent alternate work schedule policy for 4/10/40 work schedules. Therefore, the Union and the Department of Human Resources (CalHR) agree to establish a Joint Labor/Management Committee (Committee) to develop a 4/10/40 work week policy.

The Committee shall consist of ten (10) members, five (5) selected by the Union and five (5) selected by the CalHR. The Co-Chairs of the Committee shall be one individual selected by the Union and one individual selected by the CalHR. The Committee shall meet monthly after the ratification of this contract. The Co-Chairs shall agree on an agenda prior to the date of the meeting.

C. The model policy recommendation shall be completed and in writing before the expiration of the contract.

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CalHR shall encourage departments to use the mutually agreed upon policy and make it available to all departments.

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



Bargaining Unit 1

Date 7 29 19

**Proposal No: 1** 

TA SELV Local 1000 The Union proposes the following language:

Management Committee (JLMC) – California Department of Parks and Recreation (Unit 1)

A. The purpose of the Joint Labor Management
Committee (JLMC) shall be to provide a forum for the
California Department of Parks and Recreation
(Department) and Service Employees International
Union Local 1000 (Union) to discuss the workload,
overtime, safety issues, and training for the Guide,
Historical Monument classification.

B. The Committee shall meet up to twice per year. The State and Union shall each be entitled to select a maximum of five (5) representatives. The Department and Union shall each select its own representatives. The Co-Chairs of the Joint Committee shall be one (1) individual selected by the Union and one (1) individual selected by the Department. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussion. Committee

TA SEIU Local 1000

James zuer Hazzy Price members and employee subject matter experts shall serve 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.

C. One (1) committee meeting will be held in Sacramento and one (1) will be held at Hearst Castle.

D. The committee by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Department and Union shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The Department shall respond to the information requested before each scheduled meeting date.

The Joint Committee shall develop mutual written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations. Such reports shall be sent to the Director of the California Department of Parks and Recreation, or his/her designee, for review and possible implementation.

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Bargaining Unit 14

**Proposal No: 1** 

The Union proposes the following language:

5.14.14 BU 14 Upward Mobility Joint Labor/Management

Committee (Unit 14)

SEIU Local 1000

- A. Within sixty (60) days of contract ratification 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 BU 14 Joint Labor/Management Committee on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by CalHR and four (4) Union members selected by the Union. 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.

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- 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 include internal state sources for career training opportunities.
- 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.

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Union Proposal
Bargaining Unit 1

Date

Proposal No: 1

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The Union proposes the following rollover language:

5.15.1 Joint Labor Management Committee -

**Employment Development Department (EDD)** 

Workforce Services Branch (WSB) Job Service Field

Division (JS) and Unemployment Insurance Branck

(UIB) Employment Program Representatives (EPR)

and Disability Insurance Branch (DIB) Disability

Insurance Program Representatives (DIPR) (Unit 1)

The purpose of the Joint Labor Management Committee (JLMC) shall be to provide a forum for EDD (State) and Service Employees International Union Local 1000 (Union) to discuss workload concerns and promote quality customer service.

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 branch. The Co-

Chairs of the Joint Committee shall be one (1) individual A SEW Local loop selected by the Union and one (1) individual selected by the EDD. The State agrees that the Union representatives who are EDD employees will serve and participate on the Committee without loss of compensation.

> The Committee by mutual agreement shall determine its meeting schedule, ground rules and agenda. The State and Union shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. EDD shall respond to the information requested before each scheduled meeting date.

The Joint Committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern and any joint recommendations.

This article does not abridge nor limit the exercise of management's rights as articulated in Article 4, State's Rights.



# Union Proposal Bargaining Unit 11 Date August 7, 2019

**Proposal No: 3** 

The Union proposes the following rollover language: 5.15.11 Joint Labor Management Committee (JLMC) (Unit 11)

The purpose of the Joint Labor Management Committee (JLMC) shall be to provide a forum for SEIU Local 1000 Unit 11 and the State to address issues of mutual interest. The committee shall include representatives of management from California Department of Transportation, Department of Water Resources, Department of Fish and Wildlife, Department of Food and Agriculture, and Air Resources Board, and a representative from the Department of Human Resources to meet quarterly to discuss issues of concern to the employees represented by the Union. Issues of concern to Unit 11 employees in other departments may also be raised at the Committee. Issues to be discussed shall include but not limited to:

 a. Architectural and Engineering: training and upward mobility.

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- b. Classification Issues: review and discuss concerns regarding existing classification specifications and/or title structures relative to the duties assigned to employees and/or the needs of the State.
- c. Health and Safety: issues impacting Unit 11 employees in multiple departments or issues that are unresolved by Departmental Health and Safety Committees.

The committee shall meet at a minimum of at least once per quarter, and shall meet for a sufficient amount of time to properly address the issues. The State and the Union shall each be entitled to select a maximum of six (6) 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 Human Resources representative. The Co-Chairs shall agree on an agenda fourteen (14) calendar days in advance of the meeting. The JLMC 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 mutual concurrence.

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

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#### Bargaining Unit 1

**Proposal No: 1** 

TA SEIU Local 1000 The Union proposes the following language:

5.16.1 Disability Determination Services (DDSD) Joint

Labor Management Committee (Unit 1)

The State and the Union agree to continue a joint labor management committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by Disability Evaluation Analysts (DEA's) who work in the Disability Determination Services Division (DDSD) of the California Department of Social Services (CDSS).

The State and the Union shall each be entitled to select a maximum of four (4) representatives. The Co-Chairs of the JLMC shall be one (1) committee member selected by the Union and one (1) committee member selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve

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without loss of compensation.

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The JLMC agrees to meet at least once semi-annually. The JLMC, by mutual agreement, shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

The JLMC shall discuss specific and ongoing issues such as:

- 1. Workload
- 2. Overtime
- Training, career advancement and upward mobility
- 4. Improving the quality of service
- 5. Productivity

The committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

Harry Price Bush Most World

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Union Proposal

Bargaining Unit 4

Date 7/30/19

Proposal No: 1

The Union proposes the following language:

5.16.4 Disability Determination Services Division (DDSD)

Joint Labor Management Committee (Unit 4)

A. Joint Labor Management Committee

The State and the Union agree to continue a joint labor/management committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by Program Technicians (PTs) who work in the Disability Determination Services Division (DDSD) of the California Department of Social Services (CDSS).

The State and the Union shall each be entitled to select a maximum of four (4) representatives. The Co-Chairs of the JLMC shall be one (1) committee member selected by the Union and one (1) committee member selected by the State. The State and the TA 7/30 Union shall select its own representatives. Upon mutual agreement, subject matter experts may be with the state and the TA 7/30 mutual agreement, subject matter experts may be with the state and the TA 7/30 mutual agreement, subject matter experts may be with the state and the TA 7/30 mutual agreement, subject matter experts may be with the state and the TA 7/30 mutual agreement, subject matter experts may be with the state and the TA 7/30 mutual agreement, subject matter experts may be with the state and the TA 7/30 mutual agreement.

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invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation.

The JLMC agrees to meet at least semi-annually. The JLMC, by mutual agreement, shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

The JLMC shall discuss specific and ongoing issues such as:

- Workload
- 2. Overtime

- Training, career advancement and upward mobility
- 4. Improving the quality of service
- 5. Productivity

The committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

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Bargaining Unit 15

Date 821

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**Proposal No: 2** 

The Union proposes the following language:

5.16.15 Custodian <del>Task Force</del> Joint/ Labor Management Committee (Unit 15)

The State agrees to establish a Joint/ Labor Management Committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by the Custodians who work in the Department of General Services (DGS), the California Department of Veterans Affairs (DVA CalVet), the Department of State Hospitals (DSH) and the California Prison Industry Authority (CalPIA). Topics include but shall not be limited to duties performed, equipment operated, cleaning methods utilized, and individual custodial cleaning requirements unique to individual worksites. No less than thirty (30) calendar days prior to meeting, the Union shall notify the State of the departments that will attend the JLMC. Upon the Union's request, CalHR shall assist with notifying the departments of the meeting date(s), start time, and meeting locations. The Union shall provide the State with an agenda of the meeting no less than five (5) days prior to meeting-and Eeach party attending the committee may have up to five (5)

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representatives and shall convene within no less than one hundred-twenty (120) days of the ratification of the Contract by both parties. The committee shall meet at least quarterly. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a reasonable amount of State paid release time. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

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SEIU Local 1000

### Union Proposal

Bargaining Unit 1

Date 7/25/19 10/9am

Proposal No: 1 2-7-19

The Union proposes the following language:

5.17.1 Recruitment and Retention Committee (Unit 1)

The State agrees to establish a Recruitment and Retention Committee that shall meet on an annual basis to discuss the recruitment and retention issues of Bargaining Unit 1

classifications.

This Committee shall not review classifications included in the same contractions included in the same contractions included in the same contractions.

CSI project or classifications that receive a special salary adjustment during the term of this contract.

The Committee shall consist of ten (10) members: five (5)

⁵y∽selected by the State and five (5) selected by the Union.

Committee members or expert witnesses required by the Committee shall serve without loss of compensation.

The Committee shall review no more than ten (10) classifications annually. The review shall include a comparison of compensation (e.g. salary, other pay items, compensated leave, health benefits, pension benefits, and retiree health benefits) as well as vacancy rates (both historical and current).

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If the Committee agrees that pay equity adjustments are recommended for the effective recruitment and retention of particular classifications, the State and the Union shall mutually report their findings to the Director of the California Department of Human Resources (CalHR). The Director of CalHR shall report these findings to the administration.

All disputes relating to this article are not grievable or arbitrable.

SEIV Local 1000

Page 2 of 2



Bargaining Unit 15

Date 7/25

8/2/19/01/153

Proposal No: 1

The Union proposes the following language:

5.17.15 California Department of Corrections and Rehabilitation (CDCR) — Division of Adult Institutions (DAI), Correctional Supervising Cook (CSC) Task Force (Unit 15)

Upon request of the Union, a task force will be established at CDCR – DAI. The purpose of the task force is to explore the hiring and retention for the classification of Correctional Supervising Cook. The task force will discuss overtime concerns and make recommendations regarding these issues.

The task force shall be comprised of an equal number of representatives of the Union and CDCR, not to exceed four (4) each. Employees shall suffer no loss of compensation as a result of participation in the task force. Any recommendations from the task force shall be advanced to the appropriate individual as identified by CDCR — DAI for review and consideration. Within 90 days upon ratification of the contract, CDCR — DAI will identify the name of the appropriate individual.

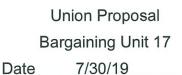
The task force shall meet quarterly until the recommendations have been advanced to management.

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**Proposal No: 1** 

### The Union proposes the following rollover language:

# 5.17.17 Classification Recruitment and Retention Committee (Unit 17)

The State agrees to establish a Recruitment and Retention Committee that shall meet on an annual basis to discuss the recruitment and retention issues of Bargaining Unit 17 classifications.

The Committee shall consist of six (6) members: three (3) selected by the State and three (3) selected by the Union.

Committee members or expert witnesses required by the Committee shall serve without loss of compensation.

The Committee shall review no more than six (6) classifications annually. The review shall include a comparison of compensation (e.g. salary, other pay items, compensated leave, and education) as well as vacancy rates (both historical and current).

If the Committee agrees that pay equity adjustments are recommended for the effective recruitment and retention of

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particular classifications, the State and the Union shall mutually report their findings to the Director of the California Department of Human Resources (CalHR). The Director of CalHR shall report these findings to the Administration.

All disputes relating to this Article are not grievable or arbitrable.

Page **2** of **2** 

Union

7/30/2019 12:31 PM



Union Proposal

Master Table

Date \_7 - 31 - 19

**Proposal No: 1** 

The Union proposes the following rollover language:

5.18 Budget Solutions Task Force

SEIU Local 1000 (the Union), the California Department of

Human Resources, the Department of Finance, and the

Department of General Services agree to continue the

Contracting Task Force ("Task Force") established by the June

21, 2012 Side Letter Agreement, with the goal of achieving real

savings by:

 Identifying priority contracts to review and analyze the data available from DGS State
 Contract and Procurement Registration System (eSCPRS). Additional contracts may be
 requested by the Contracting Task Force;

Reducing the use of contractors and contract employees performing work that could be appropriately performed at less expense to the

State by state employees;

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 Developing plans to transfer work currently performed by outside contractors to state employees; and

Reducing the cost of contracts.

The Union and the State shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the Contracting Task Force shall be one (1) Task Force member selected by the Union and one (1) Task Force member selected by the State. The Union and the State shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Task Force members and employee subject matter experts shall serve without loss of compensation. The Task Force shall meet at least quarterly or more often as agreed to by the Task Force.

The Co-Chairs shall finalize the agenda at least 5 days in advance of the meeting. The Department of General Services shall be responsible to secure the actual contracts that will be evaluated during the Task Force meetings.

The Task Force will make recommendations regarding its findings with respect to which contracts may be cancelled or reduced by the State as a budget solution. The Task Force A SUND MY SHE ROUND

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shall produce an annual report, by June 30th identifying contracts which have been reviewed by the Task Force. This report shall include which contracts have been reviewed, what the recommendation was for the contract, an explanation of why a contract was not submitted to be cancelled or reduced, and what actions were taken by the State.



Bargaining Unit 14

Date

**Proposal No: 1** 

The Union proposes the following rollover language:

5.18.14 Joint Labor Management Committee (JLMC) – Office of State Publishing (OSP) (Unit 14)

The parties agree to establish a JLMC to make recommendations on the future of the printing trades in Bargaining Unit 14.

The committee will focus on industry trends for the future growth of OSP through technological innovation, digital media production, web-to-print applications, equipment, and training.

The committee shall be comprised of four (4) union representatives and four (4) management representatives.

Union representatives shall serve without loss of compensation.

TA SEIV Local 1000

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### Union Proposal Bargaining Unit 15

Date			

Proposal No: 2

The Union proposes the following language:

5.18.15 Food Service Workers <del>Task Force</del><u>Joint Labor</u> <u>Management Committee</u> (Unit 15)

The State agrees to establish a Joint/Labor Management
Committee (JLMC) to discuss issues of mutual concern in a
problem solving context regarding work performed by the food
service workers who work in the California Department of
Corrections and Rehabilitation (CDCR), the Department of
State Hospitals (DSH), the Department of Developmental
Services (DDS), the California Department of Veterans Affairs
(DVACalVet), the California Department of Corrections and
Rehabilitation – California Correctional Health Care Services (CDCR-CCHCS), and the California Department of Education
(CDE). Topics include but shall not be limited to recruitment
and retention, duties performed, equipment operated, and
individual food service worker requirements unique to individual
worksites. No less than thirty (30) calendar days prior to

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will attend the JLMC. Upon the Union's request, CalHR shall

assist with notifying the departments of the meeting date(s),

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start time, and meeting location. The Union shall provide the State with an agenda of the meeting no less than five (5) days prior to meeting, and Eeach party attending the committee may have up to five (5) representatives and shall convene within no less than one hundred twenty (120) days of the ratification of the Contract by both parties. The committee shall meet at least quarterly. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a reasonable amount of State paid release time. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

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LOCAL 1000 SEIU Stronger Together

### Union Proposal Bargaining Unit 20

Date			
15			

**Proposal No: 1** 

The Union proposes the following rollover language:

5.18.20 - Labor/Management Committee, California School for the Deaf, Riverside (Unit 20)

At the California School for the Deaf, Riverside, management and the Union will hold regular meetings to address workplace issues pursuant to Article 5, section 5.10, Labor Management Committee.

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Union Proposal
Bargaining Unit 3

Date <u>8/5/19</u>

TA @ 5:19

**Proposal No: 1** 

The Union proposes the following rollover language:

5.19.3 BU3 Classification and Compensation Committee (Unit 3)

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

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

The committee shall be co-chaired by one individual selected by the Union and one individual selected by CalHR. The Union and CalHR will agree on the agenda for each meeting at least

may also be invited by the committee.

O CH ALLA expertise relevant to the subjects on the agenda for each meeting. The committee shall, by mutual agreement, determine the meeting schedule and ground rules. The committee shall meet at least once every three months, and shall convene its first meeting no later than 90 days after ratification of the MOU.

14 days in advance. The State shall send representatives with

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

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

 Cross-training and career mobility for credentialed educators

 Applicability and standardization of the academic compensation model to all BU3 classifications, including librarians

Standardization of CDCR teacher salary schedules

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- 4. Differentials and stipends
- 5. Succession planning

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Bargaining Unit 1

Date 7/15/19 223pn

Proposal No: 1

7 SETULOCAL 1000 8 5 19 @ 4:53 pm The Union proposes the following language:

5.20.1 Information Technology Joint Apprenticeship

**Committee Joint Labor Management IT Training Committee** 

The Information Technology Joint Apprenticeship

Committee (IT JAC) will replace the Joint Labor

Management IT Training Committee. The Joint Labor

Management IT Training Committee will be established no later

than sixty (60) days following completion of the revised IT

classification specifications, and adoption of the classes by the

SPB.

The Joint Labor Management IT Training Committee The

Information Technology Joint Apprenticeship Program wi

consist of eight (8) members: four (4) management members

selected by the State CalHR and four (4) Union members

selected by the Union. Dates and times of meetings and

agendas shall be mutually determined by the members of the

committee. The purpose of the committee is to **provide** review

training programs for IT classifications, (e.g., entry-level, career

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7/15/2019 10:00 AM

development and project management). Training will encompass both internal/external department-specific and outside vendor sources.

The committee will research all available sources for IT training, review the program for appropriate usage and make recommendations to State departments for their use.

The committee will meet at least every two (2) months.

Members of the committee will be granted state release time for all committee meetings.

TA SEIU Local 1000

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Page 2 of 2

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7/15/2019 10:00 AM



## Bargaining Unit 1

Date 8 5 1 9

Proposal No: 1

### The Union proposes the following rollover language:

### 5.21.1 IT Reclassification Committee (Unit 1)

Negotiations between the parties will continue under the

provisions of the Article 14.1.

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Master Table

Date \_

Proposal No: 2

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The Union proposes the following language:

5.X Joint Task Force on the Future of Work and Civil

**Service** 

Executive Order N-11-19 established the Future of Work

Commission to make recommendations for the kinds of jobs

Californians may have in the future. The impact of technology

on work, workers, employers, jobs, and society is a focus of the

Commission's work. The Commission will study the best way to

preserve good jobs, ready the workforce for the jobs of the

future through lifelong learning, and ensure shared prosperity

for all.

The Union and the State agree to establish a Joint Task Force

(JTF) to provide recommendations to the Future of Work

Commission as follows:

Provide a list of positions in civil service and represented by Local 1000 that may be affected by new and emerging technologies in the future that the Commission may wish

to include in its study.

Propose workforce development, training, education, and apprenticeship program ideas for state employees for consideration by the Commission.

The State and the Union shall each designate one (1) co-chair.

The JTF shall consist of no more than five (5) management representatives selected by the department head or designee and no more than five (5) Union representatives selected by the Union. By mutual agreement the size of the JTF may be adjusted. Upon mutual agreement subject matter experts may be invited as needed to attend the meetings and provide expertise. JTF members and employee subject matter experts shall serve without loss of compensation.

The JTF shall meet monthly but may adjust the schedule by mutual agreement. The first meeting shall take place no later than sixty (60) days after the ratification of the Contract. The Task Force shall complete its work and submit a letter or report of its recommendations to the Commission by February 1, 2020.

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