

Union Proposal Master Table

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abligation proposes the following language:

11.1 Salaries

A. SEIU Local 1000 eligible employees shall receive a

General Salary Increase (GSI) of four percent (4%)

seven percent (7%) effective July 1, 2017 2020, a

GSI of four percent (4%) seven percent (7%)

effective July 1, 2018 2021, and a GSI of three and a

half percent (3.5%) seven percent (7%) effective July

1, 2019 2022.

A. General Salary Increases

1. Effective July 1, 2020, all SEIU represented employees in eligible classifications shall receive

a General Salary Increase (GSI) of 2.5%.

2. Effective July 1, 2021, all SEIU represented employees in eligible classifications shall receive

a GSI of 2.0%.

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3. Effective July 1, 2022, all SEIU represented employees in eligible classifications shall receive a GSI of 2.5%.

B. Eligible employees classifications are within means an employee of a recognized collective bargaining unit that has a ratified collective bargaining agreement containing these provisions.

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Proposal No: 2

The Union proposes the following language:

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11.1.1 Special Salary Adjustments (Unit 1)

SEIV Local 1000

Effective the first day of the pay period following ratification, but no sooner than July 1, 2020, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment of 5%:

1. Hearing Reporter (1229);

Hearing Reporter, Public Utilities Commission (1221 2.

3. Senior Payroll Specialist (1315);

Payroll Specialist (1311); 4.

5. Senior Personnel Specialist (1317)

6. Personnel Specialist (1303);

7. Health Program Auditor II, DHS (4254);

Health Program Auditor III, DHS (4252); 8.

9. Health Program Auditor IV, DHS (4249);

General Auditor III (4285); 10.

11. Associate Management Auditor (4159);

Associate Program Auditor, CalPERS (4059); 12.

13. Staff Management Auditor (Specialist), State Controller's Office (4155);

Associate Program Auditor (Specialist), State 14. Controller's Office (4084):

Staff Program Auditor (Information Systems) 15.

CalPERS (4085);

8/28/2019 3:00 AM

SEIU Local 1000

- 16. Program Auditor, CalPERS (4057);
- 17. Staff Program Auditor, CalPERS (4061);
- 18. Staff Services Management Auditor (5841);
- 19. General Auditor II (4287);
- 20. Investigative Auditor II, Department of Justice (4203);
- 21. Investigative Auditor III, Department of Justice (4215);
- 22. Investigative Auditor IV, Department of Justice (4224);
- 23. Insurance Rate Analyst (4441);
- 24. Associate Insurance Rate Analyst (4438);
- 25. Insurance Claims Specialist (4417);
- 26. Senior Insurance Rate Analyst (4435);
- 27. Transportation Analyst (4513);
- 28. Associate Transportation Representative (8699);
- 29. Computer Operator (1353);
- 30. Information Systems Technician (1360);
- 31. Information Technology Technician (1400);
- 32. Information Technology Associate (1401);
- 33. Information Technology Specialist I (1402);
- 34. Information Technology Specialist II (1414);
- 35. Driver Safety Hearing Officer (8287);
- 36. Environmental Planner (4640);
- 37. Environmental Planner (Archeology) (4617);
- 38. Environmental Planner (Architectural History) (4618);
- 39. Environmental Planner (Natural Sciences) (4635);
- 40. Associate Environmental Planner (4711);
- 41. Associate Environmental Planner (Archeology) (4634);
- 42. Associate Environment Planner (Architectural History) (4642);
- 43. Associate Environmental Planner (Natural Sciences) (4680);

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- 44. Associate Environmental Planner (Socioeconomic) (4682):
- 45. Right of Way Agent (4959);
- 46. Associate Right of Way Agent (4965);
- 47. Transportation Planner (4768);
- 48. Associate Transportation Planner (4721);
- 49. State Historian I (2801);
- 50. State Historian II (2800);
- 51. Financial Institutions Examiner (4101);
- 52. Senior Financial Institution Examiner (4102).

Effective July 1, 2020, SEIU Local 1000 represented employees in the following classifications shall receive the following special salary adjustment:

- Corporation Examiner, range A (4443) (10.25%) (4443);
- Corporation Examiner, range B (4443) (10.23%) (4443);
- 3. Corporation Examiner, range C (4443) (10.25%);
- 4. Corporation Examiner, range D (4443) (10.25%);
- Corporation Examiner IV (Specialist), range A (4452) (10.26%);
- 6. Corporation Examiner IV (Specialist), range C (4452) (10.25%).

On July 1, 2017 SEIU Local 1000 represented employees in the following classifications shall receive the specified salary increase in addition to the General Salary Increase:

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- 1. Workers' Compensation Claims Adjuster Series
 - a. Workers' Compensation Claims Adjuster (9325) five percent (5%); and
 - b. Senior Workers' Compensation Claims Adjuster
 (9326) five percent (5%).
- 2. Workers' Compensation Insurance Representative Series
 - a. Workers' Compensation Insurance Representative (9327) five percent (5%); and
 - b. Senior Workers' Compensation Insurance
 Representative (9328) five percent (5%).
- 3. Business Taxes Specialist, Board of Equalization Series
 - a. Business Taxes Specialist I, Board of Equalization
 (4380) five percent (5%);
 - b. Business Taxes Specialist II, Board of Equalization (4379)—five percent (5%); and
 - c. Business Taxes Specialist III, Board of Equalization (4378) five percent (5%).
- 4. Program Specialist, Franchise Tax Board Series
 - a. Program Specialist I, Franchise Tax Board (4364) –
 five percent (5%);
 - b. Program Specialist II, Franchise Tax Board (4365) five percent (5%); and
 - c. Program Specialist III, Franchise Tax Board (4366)
 five percent (5%).

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5. Property Appraiser (Board of Equalization) Series

a. Assistant Property Appraiser (Board of Equalization)
 (5439) – five percent (5%);

- b. Assistant Property Auditor Appraiser (Board of Equalization) (5441) five percent (5%);
- c. Associate Property Appraiser (Board of Equalization) (5444) five percent (5%);
- d. Associate Property Auditor Appraiser (Board of Equalization) (5448) five percent (5%);
- e. Senior Specialist Property Appraiser (Board of Equalization) (5449) five percent (5%); and
- f. Senior Specialist Property Auditor Appraiser (Board of Equalization) (5453) five percent (5%).
- 6. Tax Compliance Series
 - a. Tax Compliance Representative (8695) five percent (5%); and
 - b. Senior Tax Compliance Representative (Specialist) (8687) five percent (5%).
- 7. Compliance Representative, Franchise Tax Board Series
 - a. Compliance Representative, Franchise Tax Board (8619) – five percent (5%);
 - b. Senior Compliance Representative, Franchise Tax
 Board (8620) five percent (5%); and

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Page 5 of 11

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- c. Principal Compliance Representative, Franchise Tax Board (8622) five percent (5%).
- 8. Business Taxes Representative and Business Taxes

 Compliance Series
 - a. Business Taxes Representative (8690) five percent (5%); and
 - b. Business Taxes Compliance Specialist (8694) five percent (5%).
- 9. Financial Institutions Examiner Series
 - a. Financial Institutions Examiner (4101) five percent (5%); and
 - b. Senior Financial Institutions Examiner (4102) five percent (5%).
- 10. Aviation Safety Officer II (5672) five percent (5%)
- 11. Public Utilities Regulatory Analyst Series
 - a. Public Utilities Regulatory Analyst I (4592) fifteen percent (15%);
 - b. Public Utilities Regulatory Analyst II (4593) fifteen percent (15%);
 - c. Public Utilities Regulatory Analyst III (4611) fifteen percent (15%);
 - d. Public Utilities Regulatory Analyst IV (4615) fifteen percent (15%);

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e. Public Utilities Regulatory Analyst V (4616) – fifteen percent (15%);

12. Personnel Specialist Series

- a. Personnel Specialist (1303) two and one half percent (2.5%); and
- b. Senior Personnel Specialist (1317) two and one half percent (2.5%).
- 13. Payroll Specialist Series
 - a. Payroll Specialist (1311) two and one half percent (2.5%); and
 - b. Senior Payroll Specialist (1315) two and one half percent (2.5%).
- 14. Tax Auditor, Employment Development Department Series
 - a. Tax Auditor, Employment Development Department (4336) five percent (5%);
 - b. Associate Tax Auditor, Employment Development

 Department (4339) five (5%);
 - c. Staff Tax Auditor, Employment Development

 Department (4341) five percent (5%).
- 15. Tax Auditor, Board of Equalization Series
 - a. Tax Auditor, Board of Equalization (4267) five percent (5%);

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b. Associate Tax Auditor, Board of Equalization (4281)
 five percent (5%).

16. Tax Auditor, Franchise Tax Board Series

- a. Tax Auditor, Franchise Tax Board (4362) five percent (5%);
- b. Associate Tax Auditor, Franchise Tax Board (4361)five percent (5%).
- 17. Correctional Case Records Analyst (1152) two and one half percent (2.5%)
- 18. Right of Way Agent Series
 - a. Right of Way Agent (4959) five percent (5%); and
 - b. Associate Right of Way Agent (4965) five percent (5%).
- 19. Environmental Planner Series
 - a. Environmental Planner (4640 five percent (5%);
 - b. Environmental Planner (Archeology) (4617) five percent (5%);
 - c. Environmental Planner (Architectural History)
 (4618) five percent (5%);
 - d. Environmental Planner (Natural Sciences) (4635) five percent (5%);
 - e. Associate Environmental Planner (4711) five percent (5%);

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- f. Associate Environmental Planner (Archeology)
 (4634) five percent (5%);
- g. Associate Environmental Planner (Architectural History) (4642) five percent (5%);
- h. Associate Environmental Planner (Natural Sciences) (4680) five percent (5%); and
- i. Associate Environmental Planner (Socioeconomic) (4682) five percent (5%).
- 20. Transportation Planner Series
 - a. Transportation Planner (4768) five percent (5%);
 and
 - b. Associate Transportation Planner (4721) five percent (5%).
- Pension Actuary Series
 - a. Associate Pension Actuary (5436) fifteen percent (15%) and;
 - b. Senior Pension Actuary (5461) fifteen percent (15%).
- 22. Casualty Actuary Series
 - a. Associate Casualty Actuary (6087) fifteen percent
 (15%) and;
 - b. Senior Casualty Actuary (6085) fifteen percent (15%).
- 23. Life Actuary Series

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- a. Associate Life Actuary (6089) fifteen percent (15%); and
- b. Senior Life Actuary (6086) fifteen percent (15%).
- Actuarial Assistant, CalPERS Series
 - a. Actuarial Assistant Trainee, CalPERS (5509) fifteen percent (15%);
 - b. Actuarial Assistant, CalPERS (5552) fifteen percent (15%); and
 - c. Senior Actuarial Assistant, CalPERS (5632) fifteen percent (15%).
- 25. Guide, Historical Monument Series
 - a. Guide Trainee Historical Monument (2791) five percent (5%);
 - b. Guide I, Historical Monument (2794) five percent (5%); and
 - c. Guide II, Historical Monument (Specialist) (2740) five percent (5%).
- 26. Workers' Compensation Consultant (9210) five percent (5%)
- 27. District Sales Representative (1790) five percent (5%); and
- 28. Energy facility Siting Series
 - a. Planner I Energy Facility Siting (4734) five percent (5%); and

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b. Planner II Energy Facility Siting (4756) – five percent (5%).

29. Insurance Examiner Series

a. Insurance Examiner (4420) - five percent (5%); and

b. Associate Insurance Examiner (4412) – five percent (5%).

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8/28/2019 3:00 AM



Union Proposal Bargaining Unit 1 Date 8/7/2019

Proposal No: 2

The Union proposes the following language:

11.39.4 11.XX.1 Hearing Reporters - California Public

Utilities Commission (PUC) (Unit 4) (Unit 1)

Effective January 1, 2002, Hearing Reporters, in addition to their base salary, will receive three dollars and twenty-five cents (\$3.25) for each "daily" or "expedited" page which is reported and/or proofread by that reporter as required.

Hearing Reporters, in addition to their base salary, will receive one dollar and forty cents (\$1.40) per page for each "daily" or "expedited" page which is scoped and/or proofread by that hearing reporter as required which may include completing final transcript and electronic (or otherwise) delivery thereof. A qualified Hearing Reporter, in addition to their base salary, will receive one dollar (\$1.00)

per page for setting up and reporting a "realtime" hearing. If more than one (1) reporter works on a hearing, their

collective page total shall not exceed the total pages for

that hearing.

A "daily transcript" is a transcript of a hearing of which the

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assigned by the Chief Administrative Law Judge has
requested be delivered (in hard copy or electronic form)
the same day that the hearing has occurred. An "expedited transcript" is a transcript of a hearing of which the
presiding officer or the Chief Reporter or a person
assigned by the Chief Administrative Law Judge has
requested to be delivered (in hard copy or electronic form)
within seven (7) calendar days of the hearing.

A "realtime transcript" is a transcript of a hearing that will be delivered to the presiding officer or a party contemporaneously via a Computer Assisted

Transcription (CAT) system.

To qualify for per page rate pay all realtime, expedited and daily transcripts and respective page counts (reported or scoped) must be approved by the Chief Reporter or a person assigned by the Chief Administrative Law Judge and the transcripts must be ordered by a party agreeing to pay for these premium services. The above differential (page rates) shall be counted towards retirement.

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Page 2 of 2

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Union Proposal Bargaining Unit 3 Date 8/28/19

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Proposal No: 2

The Union proposes the following language:

11.1.3 Special Salary Adjustments (Unit 3)

Effective July 1, 2020, SEIU Local 1000 represented employees in the following classifications shall receive special salary adjustments of 5%:

1. 2945 Senior Librarian - Correctional Facility

2. 2952 Librarian - Correctional Facility

3. <u>7546 Senior Librarian (Specialist) (Residential Care</u>

<u>Centers)</u>

4. 7548 Librarian (Residential Care Centers)

5. 2840 Instructor, Military Department

6. 2275 Teacher, State Hospitals (Adult Education)

7. 2337 Teacher, State Hospitals (Communication Handicapped)

8. 2334 Teacher, State Hospitals (Speech Development and Correction)

 2273 Teacher, State Hospitals (Learning Handicapped, Mentally Disabled)

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- 10. 2277 Teacher, State Hospitals (Severely Handicapped Developmentally Disabled Safety)
 11. 2272 Teacher, State Hospitals (Severely Handicapped, Developmentally Disabled)
 12. 9180 Teacher, School for the Deaf
 13. 9151 Teacher, School for the Blind
- 14. <u>9191 Teacher Specialist, School for the Deaf</u>15. 9153 Teacher Specialist, School for the Blind
- 16. 9200 Teacher Specialist, Diagnostic Center
- 17. <u>2328 Teacher, Orientation Center for the Blind –</u>
 <u>Typing and Braille</u>
- 18. 2329 Teacher, Orientation and Mobility for the Blind
- 19. <u>2372 Vocational Instructor (Industrial Arts)</u>
- 20. 2376 Teacher Home Economics
- 21. 2407 Vocational Instructor (Upholstering Safety)
- 22. <u>2436 Vocational Instructor (Landscape Gardening –</u>

Safety)

- 7586 Vocational Instructor (Computer and Related Technologies)
 - 7587 Vocational Instructor (Culinary Arts)
- 7590 Vocational Instructor (Mill and Cabinet Work)
- 26. 7592 Vocational Instructor (Printing/Graphic Arts)
- 27. <u>7593 Vocational Instructor (Carpentry Safety)</u>



Union Proposal

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Proposal No: 2

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The Union proposes the following language:

11.1.4 Special Salary Adjustments (Unit 4)

On July 1, 2017 <u>July 1, 2020</u>, SEIU Local 1000 represented employees in the following classifications shall receive the pecified salary increase in addition to the General Salary Increase:

- Dispatcher-Clerk, Caltrans (3710) three percent (3%)
- Program Technician Classification Series
- Program Technician (9927) two percent (2%);
- Program Technician II (9928) two percent (2%); and
- Program Technician III (9929) two percent (2%).
- Control Cashier (Motor Vehicle Services), Department of Motor Vehicles Series
 - a. Control Cashier I (Motor Vehicle Services), Department of Motor Vehicles (8736) - five percent (5%);
 - b. Control Cashier II (Motor Vehicle Services), Department of Motor Vehicle (8737) - five percent (5%);

- Control Cashier (Vehicle Registration), Department of Motor Vehicles Series
 - a. Control Cashier I (Vehicle Registration), Department of Motor Vehicle (8738) - five percent (5%);
 - b. Control Cashier II (Vehicle Registration), Department of Motor Vehicle (8739) - five percent (5%);
- Motor Vehicle Representative (1897) five percent (5%); 4.

5. Senior Motor Vehicle Technician (1890) - five percent

(5%).



Union Proposal Bargaining Unit 11 Date August 28, 2019



Proposal No: 6

The Union proposes the following language:

11.1.11 Special Salary Adjustments (Unit 11)

Effective July 1, 2020, SEIU Local 1000 represented employees in the following classifications shall receive a special salary adjustment of 5%:

7878	Senior Laboratory Assistant
7884	Laboratory Assistant
7890	Supervising Laboratory Assistant I
9265	Laboratory Assistant, Correctional Facility
9266	Senior Laboratory Assistant, Correctional
	Facility

0777 Fish Habitat Specialist
0780 Fish Habitat Assistant
0903 Wildlife Habitat Supervisor I

0904 Wildlife Habitat Assistant

Pish and Wildlife Technician

Water Resources Engineering Associate



3381

	(Specialist)
3124	Civil Engineering Associate
3202	Bridge Architectural Associate

Materials and Research Engineering

Associate (Specialist)

Effective July 31, 2020, the following classifications and alternate ranges shall be provided the following Special Salary Adjustments (SSAs).

3906 Safety Engineering Technician, range A	-	0.02%
3906 Safety Engineering Technician, range B	-	0.01%
3906 Safety Engineering Technician, range C	-	0.01%
3873 Air Resources Technician II	_	7.21%

On July 1, 2017 SEIU Local 1000 represented employees in the following classifications shall receive the specified salary increase in addition to the General Salary Increase:

1. Laboratory Assistant Classification Series

a. Laboratory Assistant (Correctional Facility) (9265) - five percent (5%);



- b. Senior Laboratory Assistant (Correctional Facility) (9266) five percent (5%);
- c. Laboratory Assistant (7884) five percent (5%);
- d. Senior Laboratory Assistant (7878) five percent (5%); and
- e. Supervising Laboratory Assistant I (7890) five percent (5%).
- 2. Public Utilities Commission Classification Series
 - Associate Railroad Equipment Inspector,
 Public Utilities Commission (3934) five percent (5%);
 - b. Associate Railroad Track Inspector, Public
 Utilities Commission (3941) five percent
 (5%);
 - c. Associate Signal and Train Control
 Inspector (3947) five percent (5%);
 - d. Senior Transportation Operations
 Supervisor, Public Utilities Commission
 (3921) five percent (5%); and

e. Associate Transportation Operations
Supervisor, Public Utilities Commission
(3923) – five percent (5%).

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Union Proposal Bargaining Unit 14

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Proposal No: 2

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The Union proposes the following language:

11.1.14 Special Salary Adjustments (Unit 14)

Effective the first day of the pay period following ratification,

but no sooner than July 1, 2020, SEIU Local 1000

represented employees in the following classifications shall

receive a special salary adjustment of 5%:

1. Graphic Designer Series

- a. Graphic Designer I (2884);
- b. Graphic Designer II (2885); and
- c. Graphic Designer III (2886).
- 2. <u>Digital Composition Specialist Series</u>
 - a. Digital Composition Specialist I (7255)
 - b. Digital Composition Specialist II (7256)
 - c. <u>Digital Composition Specialist III (7258)</u>
- 3. Printing Process and Operations Planner (7230)
- 4. Printing Operations Assistant (7233)

The State rejects the special salary adjustments for the following classifications:

TA SEIU Local 1000

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- 1. Book Binder Series
 - a. Book Binder II (7402) -
 - b. Book Binder III (7401) and
 - c. Book Binder IV (7399).
- 2. Digital Print Operator Series
 - a. Digital Print Operator I (1411) and
 - b. Digital Print Operator II (1412)
- 3. Exhibit Designer Series
 - a. Exhibit Technician (2813)
 - b. Exhibit Designer/Installer (2812)
 - c. Exhibit Designer/Coordinator (2814)
- 4. Offset Press Assistant (7335)
- 5. Printer, SCIF Series
 - a. Printer I, SCIF (7442) and
 - b. Printer II, SCIF (7441)

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- 6. Printing Plant Machinist (7431)
- 7. Printing Trades Assistant Series
 - a. Printing Trades Assistant I (7438)
 - b. Printing Trades Assistant II (7437)
- 8. Printing Trade Production Coordinator Series
 - a. Printing Trade Production Coordinator (1473)
- 9. Proofreader (7265)
- 10. Sheetfed Offset Press Operator Series
 - a. Sheetfed Offset Press Operator I (7323)
 - b. Sheetfed Offset Press Operator II (7324)
 - c. Sheetfed Offset Press Operator III (7327)
 - d. Sheetfed Offset Press Operator IV (7329)
 - e. Sheetfed Offset Press Operator V (7330)

11. Webfed Offset Press Operator Series

- P8
- a. Webfed Offset Press Operator I (7322)
- SW
- b. Webfed Offset Press Operator II (7331)
- CACA
- c. Webfed Offset Press Operator III (7332)
- d. Webfed Offset Press Operator IV (7333)

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	— Proposal No: 2
	Proposal No. 3

The Union proposes the following language:

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11.1.15 Special Salary Adjustments (Unit 15)

On July 1, 2017 July 1, 2020 SEIU Local 1000 represented employees in the following classifications shall receive the specified salary increase in addition to the General Salary Increase:

1. Custodian Classification Series

a. Custodian (2011) - three percent (3%);

b. Lead Custodian (2003) - three percent (3%);

c. Custodian (Correctional Facility) (2006) three percent (3%);

d. Lead Custodian (Correctional Facility) (2005) - three percent (3%);

e. Custodian Limited Service (2017) - three percent (3%);

- f. Museum Custodian (2042) three percent (3%);
- g. Armory Custodian I (1956) three percent (3%);
- h. Armory Custodian II (1953) three percent (3%);
- i. Armory Custodian III (1950) three percent (3%); and
- j. Service Assistance (Custodian) (2016) three percent (3%).

Baker I (2223) - five percent (5%);

- 2. Assistant Seamer (2079) five percent (5%);
- 3. Seamer (2076) five percent (5%);
- 4. <u>Barber (Correctional Facility) (2086) five</u> percent (5%);
- 5. <u>Barbershop Manager (2083) five percent</u> (5%);
- 6. Beauty Shop Manager (2091) five percent (5%);



Union Proposal Bargaining Unit 17

Date	

Proposal No: 1

The Union proposes the following language:

11.1.17 School For the Deaf and Blind Pay Differential (Unit 17)

Effective July 1, 2020, SEIU Local 1000 represented

employees of the State Special Schools in the listed

classification and working at the facilities identified below

shall receive a recruitment and retention differential of 5%

per month.

- Registered Nurse (8165), School for the Deaf/Fremont
- Registered Nurse (8165), School for the Deaf/Riverside

3. Registered Nurse (8165), School for the Blind

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Union Proposal Bargaining Unit 17

Date			

Proposal No: 2

The Union proposes the following language:

11.1.17 Special Salary Adjustments (Unit 17)

Effective July 1, 2020, SEIU Local 1000 represented

employees in the following classifications shall receive a special salary adjustment of five percent (5%):

- 1. Health Services Specialist (8160)
- 2. Health Services Specialist (Safety) (9699)
- 3. Health Facilities Evaluator Nurses (8011)
- 4. Nurse Evaluator I, Health Services (8143)
- 5. Nurse Evaluator II, Health Services (8144)
- 6. Public Health Nurse I, Correctional Facility (9274)
- 7. Public Health Nurse I, (8213)
- 8. Public Health Nurse I, Departments of Mental Health and Development Services (8297)
- 9. Nurse Consultant I (8197)
- 10. Nurse Consultant II (8195)
- 11. Nurse Consultant III (Specialist) (8181)

On July 1, 2017, SEIU Local 1000 represented employees in the following classification shall receive the specified

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Page 1 of 2

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salary increase in addition to the General Salary Increase:

1. Registered Nurse (8165) – California Department of Education – five percent (5%). Health Services

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Page 2 of 2



Union Proposal Bargaining Unit 20

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The Union proposes the following language:

11.1.20 Special Salary Adjustments (Unit 20)

Effective July 1, 2020, SEIU Local 1000 represented

employees in the following classifications shall receive a special salary adjustment of five percent (5%):

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9663 Night Attendant, School For The Deaf

9664 Counselor, School For The Deaf

9676 Counselor Orientation Center For The Blind

9712 Night Attendant, School For The Blind

9713 Counselor, School For The Blind

6400 Teaching Assistant (Correctional Facility)

8244 Teaching Assistant, School For The Blind

8246 Teaching Assistant, School For The Deaf

8263 Teaching Assistant (Safety)

8298 Teaching Assistant, Departments Of Mental Health

And Developmental Services

13) Physica Polinger

Proposal No: 2

On July 1, 2017 SEIU Local 1000 represented employees in the following classifications shall receive the specified salary increase in addition to the General Salary Increase:

1. Licensed Vocational Nurse Classification Series

- a. Licensed Vocational Nurse (8249) eleven
 and a quarter percent (11.25%);
- b. Licensed Vocational Nurse, (Safety) (8274)
 eleven and a quarter percent (11.25%);
- c. Licensed Vocational Nurse, Correctional
 Facility (8257) eleven and a quarter
 percent (11.25%); and
- d. Licensed Vocational Nurse, Department of Mental Health and Developmental Services (8286) – eleven and a quarter percent (11.25%).

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Union Proposal Bargaining Unit 21 Date 8/28/19

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Proposal No: 2

The Union proposes the following language:

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11.1.21 Special Salary Adjustments (Unit 21)

On July 1, 2017 July 1, 2020 SEIU Local 1000 represented

employees in the following classifications shall receive the

specified salary increase in addition to the General Salary

ncrease:

Transportation Programs Consultant,
 Department of Education (2683) – five percent
 (5%)

2. Archivist Classification Series

a. Archivist I (2805) - five percent (5%); and

b. Archivist II (2804) - five percent (5%).

- 2. Nutrition Education Consultant, (2261) five percent (5%).
- 3. Agricultural Education Consultant (2513) five percent (5%).

Health Careers Education Consultant (2514) –
 five percent (5%).

- Consultant in Teacher Preparation
 (Examinations and Research) (2618) five percent (5%).
- Consultant in Teacher Preparation (Program
 Evaluation and Research) (2635) five percent
 (5%).
- 7. Education Research and Evaluation Consultant (2643) five percent (5%).
- 8. Education Programs Consultant (2656) five percent (5%).
- 9. American Indian Education Consultant (2719) five percent (5%).
- 10. Bilingual/Migrant Education Consultant (2758)– five percent (5%).
- 11. Special Education Consultant (2764) five percent (5%).
- 12. School Health Education Consultant (2772) five percent (5%)
- 13. Child Development Consultant (2834) five percent (5%).
- <u>14.</u> Education Fiscal Services Consultant (2898) five percent (5%).

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- <u>15. Library Programs Consultant (2958) five</u> percent (5%).
- 16. Nursing Education Consultant, Department of Consumer Affairs (8250) five percent (5%).

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The Union proposes the following language:

11.1.X Scheduled Wage Increase Pursuant to Labor Code 1182.12

Effective July 31, 2020, the minimum salary in the salary range for all SEIU Local 1000 classifications shall be no less than \$15 per hour.

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Date _____

Proposal No: 2

The Union proposes the following language:

11.1.X Improving Affordability and Access to Healthcare

All SEIU Local 1000 represented employees enrolled in a CalPERS health plan will receive a monthly payment of \$260, regardless of party code enrollment.

This payment will be provided for thirty six (36) months commencing with the July 1, 2020 pay period, expiring with the June 2023 pay period.

This payment shall not be considered as "compensation" for purposes of retirement.

This section is grievable through Step 3.

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Page 1 of 1



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Date

Proposal No: 1

The Union proposes to delete the following language:

11.2 Signing Bonus

A. Upon ratification of the MOU, SEIU Local 1000 represented employees shall receive a one-time bonus of two thousand five hundred dollars (\$2,500) as follows:

1. Permanent and limited term full-time employees who were on payroll as of December 2, 2016 and who remain employed as of the date of ratification, shall receive two thousand five hundred dollars (\$2,500); or

2. Permanent and limited term part-time employees who were on payroll as of December 2, 2016 and who remain employed as of the date of ratification, shall receive two thousand five hundred dollars (\$2,500); or

3. Employees holding a TAU appointment who were on payroll as of December 2, 2016

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Page 1 of 3

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and who remain employed as of the date of ratification, and who were paid for five hundred nineteen (519) or more hours (Intermittent appointment) or the equivalent of five hundred nineteen (519) hours (full-time and part-time appointment) during the twelve (12) month period of December 1, 2015 through December 2, 2016, shall receive two thousand five hundred dollars (\$2,500). An employee holding a TAU appointment with prior permanent status who accepts a TAU appointment without a break in service shall be entitled to the bonus under Criteria 1 and 2 above; or

4. Permanent, limited term and seasonal intermittent employees who were on payroll as of December 2, 2016 and who remain employed as of the date of ratification, and were paid for five hundred nineteen (519) or more hours during the twelve (12) month period of December 1, 2015 through December 2, 2016, shall receive two thousand five hundred dollars (\$2,500).

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- B. Any employee who holds multiple appointments and is represented by SEIU Local 1000 shall receive two thousand five hundred dollars (\$2,500) if their combined time base is equal to or greater than one-quarter (1/4) time.
- C. The bonus received by the employee shall not be considered as compensation for the purpose of retirement contributions.

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Page 3 of 3



Union Proposal Bargaining Unit 20

Date	

Proposal No: 1

UNION 28A4919

The Union proposes the following rollover language:

11.2.20 State Special Schools Recruitment and Retention Differentials (Unit 20)

Employees of the State Special Schools in the listed classifications shall continue to receive a recruitment and retention differential of two hundred dollars (\$200) per month. This differential shall be paid for the ten (10) month school year only and shall be considered compensation for retirement.

8244	Teaching Assistant, School for the Blind
8246	Teaching Assistant, School for the Deaf
9712	Night Aid, School for the Blind
9663	Night Aid, School for the Deaf
9713	Counselor, School for the Blind
9664	Counselor. School for the Deaf
9671	Transportation Coordinator, Special Schools
8291	Support Bus Driver
9820	Support Services Assistant (Interpreter)

Counselors, Orientation Center for the Blind, (Albany) shall also receive this differential. This differential shall be

Page 1 of 2

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considered compensation for retirement purposes. The differential shall be paid pro rata for less than full-time employees.

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Union Proposal

Master Table

Date 8-12-19

TA 8/2/19

Proposal No: 1

The Union proposes the following rollover language:

11.3 Salary Definitions (Excludes Unit 17)

Units 1, 3, 4, 11, 14, 15, 20 and 21 hereby agree to support putting the following changes to Article 5 of the CalHR regulations into effect provided all bargaining units agree to the same. As used in this Article, terms are defined as follows:

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

B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or

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Page 1 of 3

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

- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the

maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.

G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range.

Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

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Union Proposal

Bargaining Unit 17

Date 8/6 /2019

Proposal No: 1

The Union proposes the following rollover language:

11.3.17 Salary Definition (Unit 17)

A. For the purpose of salary actions affecting employees assigned to Bargaining Unit 17, the following definitions shall apply:

- "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class.
- 2. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the dollar and cents amount.
- "Rate" for employees compensated on a monthly basis is any one of the full dollar

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amounts found within the salary range and for employees compensated on a daily or hourly basis any one of the dollar and cents amounts found within the salary range.

- 4. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
- 5. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.
- 6. "Higher salary range" is a salary range with the maximum salary rate at least two(2) steps higher than the maximum salary rate of another salary range.
- 7. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Under paragraph (2), one step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One step lower is calculated by

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dividing the rate by 1.05 (e.g., $$2,415 \div 1.05 = $2,300$).

Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

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Union Proposal

Master Table

Date

Proposal No: 2

The Union proposes the following language:

11.4 Timely Payment of Wages

A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will be issued on the next business day following payday for an amount close to the actual net pay (gross salary less deductions).

2. When a regular paycheck is late for reasons other than 1 above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net (pay will normally be issued within five (5) workdays after payday. No more than four

(4) salary advances per calendar year may

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Page 1 of 3

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be issued under these circumstances.

3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the State Controller's warrant for the pay period.

B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.

C. This provision does not apply to those employees who have direct deposit.

- D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.
- E. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and SCO policies.
- F. Overpayments or any other payroll errors shall be administered in accordance with Government Code

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section 19838 except as otherwise provided in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.

G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.

H. CalHR will work with responsible agencies to explore options for early distribution of paychecks. CalHR will meet with the Union within 120 days after ratification and provide possible options.



Union Proposal

Bargaining Unit 14

Date 7414 30, 2019

Proposal No: 1

The Union proposes the following rollover language:

11.5.14 Pay Periods (Unit 14)

Employees in Unit 14 who are employed at the OSP shall continue to receive their paychecks twice a month. The State shall continue a negative payroll system at OSP. All other employees in Unit 14 shall continue to receive their paychecks once per month.

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Page 1 of 1



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

11.5.17 Release of Paychecks - NOC Shift or First Watch (Unit 17)

The departments shall make arrangements so that NOC shift or first watch employees may pick up their paychecks during their assigned work shift which begins on the authorized pay day.

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Page 1 of 1

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Union Proposal Bargaining Unit 20

Date			

Proposal No: 1

The Union proposes the following rollover language:

11.5.20 Release of Paychecks (Unit 20)

The department shall make arrangements so that employees may pick up their paychecks during their assigned work shift on the authorized pay day.

Page 1 of 1

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Union Proposal

Bargaining Unit 17

Date <u>8/6/2019</u>

Proposal No: 1

The Union proposes the following rollover language:

11.6.17 Overtime Checks (Unit 17)

Each department with Unit 17 employees shall make a good faith effort to process employees' overtime checks in an expeditious manner. The parties understand that the issuance of overtime warrants shall not take precedence over the issuance of master payroll warrants or Permanent Intermittent payroll warrants.

Upon request from the Union, the State agrees to meet at the facility/office level to resolve issues where overtime checks are consistently issued after the fifteenth (15th) of the month.

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Union Proposal

Master Table

Date

Proposal No: 2

The Union proposes the following language:

11.7 Merit Salary Adjustments (MSA)

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A. Employees shall receive annual MSA in accordance with Government Code section 19832 and applicable CalHR rules.

B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the MSA.

C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

D. Employees shall receive upon movement to an alternate range the salary and Merit Salary Adjustment (MSA) provided in the Alternate Range Criteria (ARC) for the class. If there are no specific salary regulations provided in the ARC, the employee shall receive the salary and MSA as provided in CalHR Rule 599.681.

E. Employees, at their discretion, who are eligible for a range change may defer their range change up to six

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(6) qualifying pay periods in order to coincide the range change with the effective date of their MSA. Said request by employee shall be in writing and submitted no less than thirty (30) days prior to the employee's anniversary date for purposes of the range change.

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Proposal No

The Union proposes the following rollover language:

11.8 Night Shift Differential (Excludes Units 14, 15, 17 and 21)

A. Bargaining Unit employees who regularly work shifts shall receive a night shift differential as set forth below:

> 1. Employees shall qualify for the first night shift pay differential of \$.40 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6 p.m. and 12 midnight.

2. Employees shall qualify for the second night shift pay differential of \$.50 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.

B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.

Page 1 of 1



Union Proposal

Bargaining Unit 14

Date July 30, 7019

Proposal No: 1

The Union proposes the following rollover language:

11.8.14 Night Shift Differential (Unit 14)

Employees shall receive a shift differential at the rate for evening and night shifts as defined below:

- Employees shall qualify for the evening shift rate (8% times the hourly rate) where four (4) or more hours of the regularly scheduled work shift fall between 5 p.m. and 11 p.m.
- Employees shall qualify for the night shift rate (10% times the hourly rate) where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.

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Proposal No: 1

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The Union proposes the following rollover language:

11.8.15 Night Shift Differential (Unit 15)

A. Unit 15 employees who regularly work shifts shall receive a night shift differential.

B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.

- C. Unit 15 employees who regularly work shifts where four (4) or more hours of the regular scheduled work shift fall between 6:00 p.m. and 6:00 a.m., shall receive fifty (50) cents per hour.
- D. Shift differential payments are considered compensation for purposes of retirement.
- E. Shift differential pay will be included when computing benefits and/or additional compensation (i.e., overtime, lump sum payment, SDI, IDL, and EIDL).
- F. Unit 15 employees regularly assigned to work

between the hours of 6:00 p.m. and 6:00 a.m. shall receive the shift differential for the designated hours during the period of paid leave.

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Union Proposal Bargaining Unit 17

Proposal No: 3

The Union proposes the following rollover language:

11.8.17 Night Shift Differential (Unit 17)

A. Unit 17 employees who regularly work shifts shall receive a night shift differential as set forth below:

- Employees shall qualify for the first night shift pay differential of sixty cents (\$.60) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
- Employees shall qualify for the second night shift pay differential of seventy-five cents (\$.75) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.
- B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.



Union Proposal

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Proposal No: 3

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The Union proposes the following language:

11.9 Bilingual Differential Pay (Excludes Unit 17)

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

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill or a continuing basis averaging ten percent (10%) ky has of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their

assigning bilingual designation to the position.

time. Management will evaluate this data in

supervisor with data supporting the use of their

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

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

- 2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
 - a. A direct public contact position;
 - A hospital or institutional setting dealing with patient, client, student, or inmate needs;
 - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
- Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
- 4. Where organizationally feasible, departments should ensure that positions clearly meet the

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

 Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

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

TA SEIU Local 1000

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

TA SEIU Local 1000

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

- G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. WWG 2 employees will receive bilingual salary compensation for overtime hours worked.
- Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class.
 Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay should be included in the rate used to calculate Temporary Disability,

Industrial Disability, and State Disability leave benefits.

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

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

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

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

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Union Proposal Bargaining Unit 17

Date _____

Proposal No: 1

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The Union proposes the following language:

11.9.17 Bilingual Differential Pay (Unit 17)

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

A. Definition of Bilingual Positions for Bilingual Differential

1. A bilingual position salary differential purpose requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by CalHR (Time should be an average of the time)

- spent on bilingual activities during a given fiscal year.)
- 2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
 - a. A direct public contact position;
 - A hospital or institutional setting dealing with patient, client, student or inmate needs;
 - c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.
- 3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
- 4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
- 5. Actual time spent conversing or interpreting

Page **2** of **7**

in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

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B. Rate

- 1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum one hundred dollars (\$100) per monthly pay period, including holidays.
- 2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
- 3. A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
- 4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight cents (\$.58) per hour.

5. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of four dollars and sixty-one cents (\$4.61) per day.

- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by Calha will receive the bilingual differential pay on a regular basis.
- D. Bilingual differential payments will become earnings and subject to contributions to the CalPERS, CalSTRS, OASDI, levies, garnishments, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by CalHR may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
- F. Employees will be eligible to receive the bilingual differential payments on the date CalHR approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not

Page 4 of 7

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to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this section.

- G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.
- H. Employees will receive bilingual salary
 compensation for overtime hours worked, except
 upon separation from State service, regardless of
 total hours during the pay period. Agencies may
 not include bilingual salary compensation when
 computing overtime rate.
- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the

maximum step of the salary range for their class.
Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.

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- J. The bilingual differential pay shall be included in the rate used to calculate Temporary

 Disability; Industrial Disability and State

 Industrial Disability leave benefits.
- K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.
- L. The Union and the State will conduct a joint study to examine the delivery of bilingual services. The study will be completed by January 2018. Upon completion, participants will schedule and meet with the Director of CalHR to advise him/her of the findings of the study.

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

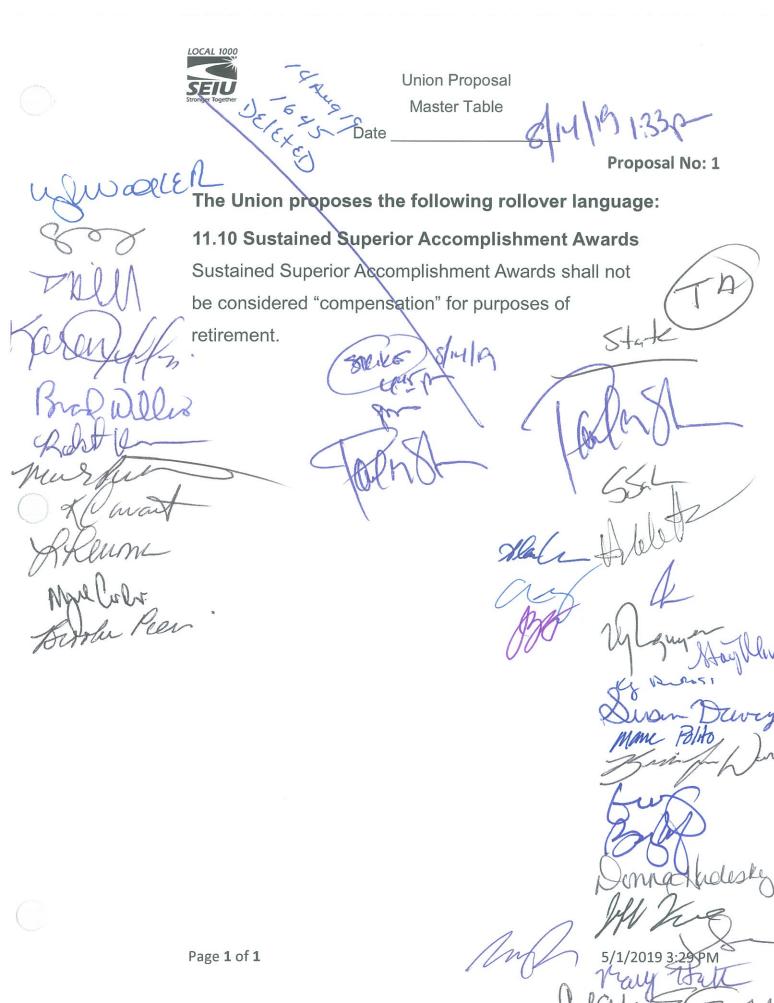
Information about the State Bilingual
 Certification Program and its

effectiveness;

- Workload associated with verbal vs. written translations;
- Impact upon employees who perform bilingual services vs. those who do not;
- 4. Use of tactile interpretation and the impact to employees.

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The Union proposes the following rollover language;

11.11 Union/Management Committee on State Payrolk

System

The parties agree to continue the Union/Management

Committee that advises the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and

design of and transition to a biweekly pay system. The

committee shall be comprised of an equal number of management representatives and Union representatives. In

addition, CalHR shall designate a chairperson of the

committee. The Union may have one (1) representative from

each bargaining unit who shall serve without loss of

compensation.

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Proposal No: 2

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The Union proposes the following language:

11.12 Deferred Compensation Plans and Tax-Advantaged Retirement Savings

A. Employees are eligible to participate in the State of California, Department of Human Resources, 401(k) and 457 plans offered through the Savings Plus Program (SPP).

B. Employees who are eligible under Internal Revenue Code section 403(b) are eligible to participate in the 403(b) Plan as administered by the State Teachers

Retirement System.



Union Proposal Bargaining Unit 21

Date 8/26/19

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Proposal No: 2

The Union proposes the following language:

11.12.21 Deferred Compensation <u>Program Plans and Tax-</u> <u>Advantaged Retirement Savings</u> (Unit 21)

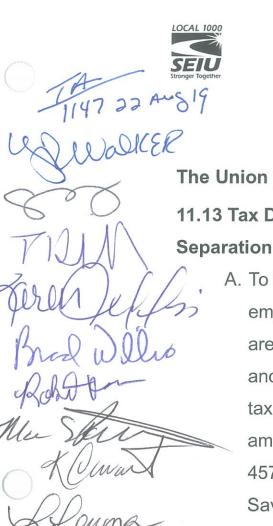
Employees in Unit 21 are to be included in the State of California, CalHR, Savings Plus Deferred Compensation Program (457 Deferred Compensation Plan and 401(k) Thrift Plan). Those employees determined to be eligible to participate in a 403(b) plan under the applicable Federal IRS statutes and regulations will be eligible to participate in the 403(b) plan described in this Agreement. Upon request of the Union, the State shall meet to discuss significant changes to the SCO 403(b) tax shelter annuity program.

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Master Table

Date

Proposal No: 1

The Union proposes the following rollover language:

11.13 Tax Deferral of Lump Sum Leave Cash-Out Upon

A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401(k) plan offered through the Savings Plus Program (SPP).

B. If an employee does not have an existing 457 and/or 401(k) plan account, he/she must enroll in the SPP and become a participant in one (1) or both plans no less than sixty (60) days prior to his/her date of separation.

C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the

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timing and amount of annual deferrals.

D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "overdefers" exceeding the limitation on annual deferrals).

E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing plan document (which may at the State's discretion be amended from time to time), and applicable federal and state laws, rules and regulations.

F. Disputes arising under this section of the Contract shall not be subject to the grievance and arbitration provisions of this Contract.

Page 2 of 2

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Bargaining Unit 3

Date 7/25/19

Proposal No: 1

The Union proposes the following rollover language:

11.14.3 Timely Processing and Depositing of 403(b) – Tax Sheltered Annuities (Unit 3)

The State recognizes the importance of processing tax shelter deposits and adjustments in a timely manner and that these shall be given ongoing attention. The State will endeavor to process these in fifteen (15) working days or less.

If the Union believes that a pattern has developed in the processing of tax shelter deposits and adjustments beyond fifteen (15) working days, they may request to meet and confer over the impact of this matter with a department head or designee.

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Page 1 of 1

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Union Proposal Master Table Date 8-19-19

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The Union proposes the following rollover language:

11.15 State Special Schools Ten-Month Compensation

Agreement (Units 4, 15, 17 and 20)

The Special Schools in the California Department of Education (CDE) shall use the following work schedule policy for permanent, full-time/Bargaining Unit 4, 15, 17 and 20 employees that are scheduled to work a ten (10) month school year.

> opportunity for ten (10) months of compensation (as defined by State Personnel Board (SPB) rule 9) to permanent, full-time Special Schools' employees except when budgetary or program considerations preclude it. Budgetary or program

considerations are those which are mandated by the Legislature and/or Governor. This means that

these employees shall be scheduled for work (i.e.,

regular work, overtime work, additional work as Thew

school activities necessitate, or work/training

A. The Special Schools shall guarantee the

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during recess periods), or paid State holidays or paid or unpaid leave that the employees use; so, that when all of these are considered in total for the year each employee at the California Schools for the Deaf and California School for the Blind receive a minimum annual compensation equivalent to approximately one thousand seven hundred thirty-four (1,734) hours of the employee's regular (straight-time) rate of pay. Employees at the Diagnostic Centers will receive a minimum annual compensation to approximately one thousand nine hundred thirty-four (1,934) hours of the employees' regular (straight-time) rate of pay based upon their twenty-five (25) day extended work year. The Special Schools may provide an annual compensation greater than one thousand seven hundred thirty-four (1,734) hours, (one thousand nine hundred thirty-four [1,934] hours for Diagnostic Center's employees) subject to budgetary and program considerations. If an employee chooses not to work, the School's obligation to provide a minimum opportunity for ten (10) months compensation shall be reduced accordingly.

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During recess periods, the Special Schools may schedule any combination of work or training. The employee may request to use vacation, other leave credits or dock during this time. The request shall not be unreasonably denied. It is understood by both parties that regular work, work not associated with their normal duties, and training may not be available. Employees may request training that enhances the Special School program.

B. Employees covered by this Agreement:

- May use vacation leave during their initial six
 (6) months of employment. This is an exception to the Bargaining Unit 4, 15, 17 and 20 Contract vacation leave provisions.
- 2. Shall receive seventy (70) hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods. In addition, the Special

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Schools may allow employees to utilize these vacation leave credits during scheduled work periods. The seventy (70) hours shall be considered as paid leave and included in the one thousand seven hundred thirty-four (1,734) hours of compensation.

- 3. Sections B (1) and B (2) shall apply to permanent, part-time employees on a pro rata basis.
- 4. The seventy (70) hours of vacation leave credit (and pro rated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.

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C. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their classification shall only occur during recesses. For the purpose of these sections this is not considered out-of-class work.

D. The Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Contract are met.

- E. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.
- F. The Special Schools shall provide eligibility for medical and dental benefits during the months of June and July or July and August by scheduling a minimum two (2) days work or training, if available, or vacation or CTO in June and July or July and

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August.

G. At the beginning of each academic school year, employees covered by this Article shall be given the irrevocable option to receive either cash or CTO when they work overtime during the academic calendar.

CTO can be used by the employee during the academic year. CTO balances that remain at the end of the fiscal year shall be cashed out.

Nothing in this subsection shall interfere with any other provision of this Article.

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Bargaining Unit 15

Date

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Proposal No: 1

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11.16.15 Cooks Classification (Unit 15)

Effective July 1, 2016, the following classifications shall be removed from Pay Differential 67 and three hundred dollars

The Union proposes the following rollover language:

(\$300) will be included in the pay of the following classifications

This will be implemented by adjusting the appropriate salary ranges. This change will occur prior to the employees receiving

their General Salary Increase.

CLASS CODE

CLASSIFICATION TITLE

2185

Cook Specialist I

2184

Cook Specialist II

2187

Cook Specialist I (Correctional Facility)

2186

Cook Specialist II (Correctional Facility)

2183

Correctional Supervising Cook



Union Proposal Bargaining Unit 20

Date		

Proposal No: 1

The Union proposes the following rollover language:

11.16.20 Alternate Range (AR) 40 (Unit 20)

- A. The State will continue to provide AR 40 compensation to classes currently eligible using the following criteria:
- B. Range B. This Range shall apply to incumbents in positions approved by CalHR staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards or resident workers who substantially replace civil service employees for a total of at least one hundred seventy-three (173) allocated hours of inmates, wards, or resident workers time per pay period.
- C. Other classes may be added during the term of this Contract only upon concurrence of the State.

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Master Table

Date

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Proposal No: 1

The Union proposes the following rollover language:

11.17 Recruitment and Retention Differentials (Excludes

Unit 17)

A. Upon approval by CalHR, a department may provide a monthly recruitment and retention differential to

employees.

B. This differential may be authorized for specific classifications in specific geographic locations or facilities.

C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to CalHR.

D. Less than full-time permanent employees and PI employees may receive a recruitment and retention differential on a pro rata basis.

E. The amount and location of such differentials is neither

grievable nor arbitrable.

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Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

11.17.17 Recruitment and Retention Differential (Unit 17)

- A. Upon approval by the California Department of Human Resources (CalHR) and the Department of Finance (DOF), a department may provide Unit 17 employees a recruitment and retention differential for classifications, facilities, or geographic locations.
- B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- C. Permanent Intermittent (PI) employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.
- D. The department may withdraw any recruitment and retention differential for classifications, facilities, or geographic locations for new hires with a thirty (30) day notice to SEIU Local 1000.

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Page 1 of 2

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E. The department shall not withdraw the recruitment and retention differential for an employee receiving the recruitment and retention differential during the term of this Agreement.

F. Neither the decision to implement or not implement the recruitment and retention differential nor the amount of the recruitment and retention differential, if offered, shall be subject to the grievance and arbitration procedure.

G. The DSH may apply the provisions of section 11.17 to specific positions. Other departments may be afforded this provision by mutual agreement of the parties.

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Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

11.18.17 Retirement Compensation (Unit 17)

All current monthly recruitment and retention differential payments shall be considered as compensation for purposes of retirement.

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Union Proposal

Bargaining Unit 3

Date 8/16/19

Proposal No: 1

The Union proposes the following rollover language:

11.19.3 Recruitment and Retention Differentials (Unit 3)

- A. The State and the Union agree to the following general provisions for authorization of recruitment and/or retention differentials:
- B. Upon justification of need and approval by CalHR, employees in Unit 3 classifications may receive a recruitment and/or retention differential for specific positions, classifications, facilities, or geographic locations. Circumstances which may support the need for recruitment and/or retention differentials may include but are not limited to situations such as remote institutions/facilities which cannot recruit qualified staff, institutions/facilities where prevailing compensation provisions exceed those offered by the State, or classifications in high demand.
- C. The amount of recruitment and/or retention differential shall not exceed five hundred dollars (\$500) per month, and certification of available

funding must be provided by the implementing department and approved by the DOF.

- D. The State agrees to provide the Union with a minimum of thirty (30) days notice prior to implementation or discontinuance of a recruitment and/or retention differential, and to meet and discuss impact.
- E. Permanent employees who work less than full time (either on a Contract schedule or 9/12, 10/12, or 11/12 schedule and PI employees) shall be eligible to receive approved recruitment and/or retention differentials. Payments for these employees shall be calculated on a pro rata basis.
- F. Recruitment and/or retention payments shall not be considered compensation for purpose of retirement contributions.
- G. All approved recruitment and/or retention differentials shall be initially authorized for a period of twelve (12) months and may be renewed for additional twelve (12) month periods.



Union Proposal Bargaining Unit 20

Date			

Proposal No: 1

The Union proposes the following rollover language:

11.19.20 Recruitment and Retention (Unit 20)

- A. Upon approval by CalHR, departments may provide Unit 20 employees a recruitment and retention differential for specific positions, classifications, facilities or geographic locations.
- B. Less than full-time permanent employees shall receive the recruitment and retention differential on a pro rata basis.
- C. Permanent Intermittent employees shall receive a pro rated recruitment and retention differential based on the hours worked in the pay period.
- D. Recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. The department may withdraw any recruitment and retention differential for specific positions,

classifications, facilities or geographic locations for new hires with a thirty (30) day notice to SEIU Local 1000.

F. It is understood by the Union that the decision to implement or not implement recruitment and retention payments or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.

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Union Proposal Master Table

Date _____

Proposal No: 3

The Union proposes the following rollover language:

11.20 Recruitment and Retention - Avenal,
Ironwood, Calipatria, Chuckawalla Valley, Centinela,
High Desert, California Correctional Center, and
Pelican Bay State Prisons (Excludes Units 17 and

21)

A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of two thousand six hundred dollars (\$2,600), payable thirty (30) days following the completion of

B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at

every twelve (12) consecutive qualifying pay

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periods.

Avenal, Ironwood, Calipatria, Chuckawalla Valley, Centinela, High Desert, California Correctional Center, or Pelican Bay State Prisons, there will be no pro rata payment for those months at either facility.

- C. If the department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility or department other than Avenal, Ironwood,
 Calipatria, Chuckawalla Valley, Centinela, High
 Desert, California Correctional Center, or Pelican
 Bay State Prisons prior to completion of the twelve
 (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.
- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and

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retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.

- F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- G. Employees on IDL shall continue to receive this stipend.
- H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution and then takes six (6) months maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of two thousand six hundred dollars (\$2,600).
- It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to

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withdraw authorization for such payments, and the amount of such payments rests solely with the State and that decision is not grievable or

arbitrable.

Page 4 of 4

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Bargaining Unit 4

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

11.21.4 Recruitment and Retention Differentials – Account Clerk Series - California Department of Corrections and Rehabilitation (Unit 4)

- A. Upon approval by the California Department of Human Resources (CalHR), the California Department of Corrections and Rehabilitation (CDCR) may provide recruitment and retention differentials to Unit 4 employees as follows:
 - Either up to two hundred dollars (\$200) per month (monthly), or
 - 2. Up to two thousand four hundred dollars (\$2,400) per year (annual payment).

These differentials may be authorized for specific Unit 4 classifications in specific geographic locations or facilities based on the needs of the State.

B. When the annual payment is authorized,

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employees must complete twelve (12) consecutive qualifying pay periods in order to receive the annual payment. No payment nor pro rata share of the payment, shall be given if the employee separates or is discharged from State service, is rejected on probation, or voluntarily transfers to another location where the differential is not authorized. Time spent on SDI does not count as a qualifying pay period.

If an employee who is receiving a monthly differential transfers to a location where the differential is not authorized, the differential shall be discontinued.

C. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked during the twelve (12) consecutive qualifying pay periods.

Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on a total number of hours worked within the monthly pay period.

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Page 2 of 4

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- D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- E. It is understood by SEIU Local 1000 that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.
- F. Classifications which are eligible for this differential include:

CLASS	SCHEMATIC	CODE
(1) Account Clerk II	CU70	DO 1/30/13/18/10B
(2) Accounting Technician	CU80	Did of
(3) Senior Account Clerk	CU60	-FD

G. It is understood by the parties that this provision is designed to address recruitment and retention problems that exist in specific classifications at individual facilities, and that

the decision to implement such a differential rests solely with the State.

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Union Proposal

Master Table

Date

Proposal No

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The Union proposes the following rollover language:

11.22 Institutional Worker Supervision Pay Differential

(Excludes Unit 1)

A. Employees who have regular and direct responsibility for work supervision, on-the-job training, and work, performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred twenty (120) hours a pay period shall, subject to the approval of CalHR, receive a pay differential of one hundred ninety dollars (\$190) per qualifying pay period.

B. The pay differential shall be subject to CalPERS deductions for the purpose of retirement contributions.

C. The pay differential shall be prorated for less than fulltime employees.

D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump-sum vacation, sick leave, and excess hours due to fluctuating work

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Page 1 of 2

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schedules.

Joeller E. Upon promotion to a higher classification in State service, an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus Supervision of Inmates/Wards/Resident Workers Pay Differential rate) to compute the appointment rate.

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Union Proposal

Bargaining Unit 1

Date

Proposal No: 2

The Union proposes the following rollover language:

11.22.1 Institutional Worker Supervision Pay Differential

(Unit 1)

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A. Unit 1 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred seventy-three (173) hours a pay period shall, subject to the approval of CalHR, receive a pay differential of three hundred twenty-five dollars (\$325) per qualifying pay period. This differential shall be called Institutional Worker Supervision Pay (IWSP).

B. The pay differential shall not be subject to CalPERS deductions for either the employee or the State.

- C. The pay differential shall be prorated for less than full-time employees.
- D. The pay differential shall only be included in

TA SEIV Local 1000

overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump sum vacation, sick and excess hours due to fluctuating work schedules.

- E. Upon promotion to a higher classification in State Service an employee receiving compensation under this pay differential shall move from their combined salary rate (base salary plus IWSP) to compute the appointment rate.
- F. To implement the change from AR40 to the IWSP differential, a red circle rate will be authorized where the employee's IWSP differential is greater than the employee's base salary plus IWSP. The red circle rate will equal the difference between the two described pay levels. The red circle rate concept shall continue until such time as the employee's adjusted base salary plus the IWSP equals or exceeds the employee's salary with AR40.

Page 2 of 2



Union Proposal

Bargaining Unit 1

Date

Proposal No: 2

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The Union proposes the following rollover language:

11.23.1 Out-of-State Pay Differential (Unit 1)

A. Employees who are headquartered out-of-state or who are on permanent assignment to travel at least fifty percent (50%) of the time out-of-state shall receive an out-of-state pay differential of three hundred forty-six dollars (\$346) per month.

B. Less than full-time employees shall receive the outof-state pay differential on a pro rata basis based

upon their reduced time base.

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Page 1 of 1



Union Proposal Bargaining Unit 4

Date _____

Proposal No: 1

The Union proposes the following rollover language:

11.23.4 Out-of-State Pay Differential (Unit 4)

A. Employees who are headquartered out of state shall receive an out-of-state pay differential of three hundred forty-six dollars (\$346) per month.

B. Less than full-time employees shall receive the differential on a pro rata basis, based on their reduced time base.

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Page 1 of 1



Union Proposal Bargaining Unit 11

Proposal No: 1

The Union proposes the following rollover language:

11.23.11 Out-of-State Pay Differential (Unit 11)

Employees in the classifications listed below, who are out of state on a long-term assignment, shall receive an out-of-state pay differential as follows:

SCHEMATIC	CLASS		PAY	
CODE	CODE	TITLE	DIFFERENTIAL	
GY10	3390	Assistant Steel Inspector	\$465 per month	
HB40	3462	Electrical Construction Inspector	\$465 per month	
UA40	8025	Specialist I	\$465 per month	
		Disaster Assistance Programs		
UA45	8030	Specialist II	\$465 per month	
		Disaster Assistance Programs		
UC30	8079	Disaster Worker Specialty Services (Various Disasters)	\$465 per month	
HB70	3468	Mechanical Construction Inspector	\$465 per month	
GY20	3389	Structural Steel Inspector (Non- Destructive Testing)	\$465 per month	
GX90	3387	Associate Steel Inspector	\$465 per month	
HB30	3461	Electrical Construction Supervisor I	\$465 per month	

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HB60	3466	Mechanical Construction Supervisor I	\$465 per month	
HA60	3449	Construction Inspector	\$465 per month	
HA50	3443	Construction Supervisor I	\$465 per month	
GP30	3043	Water Resources Technician II	\$465 per month	
GP20	3042	Water Resources Engineering Associate	\$465 per month	

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Union Proposal Bargaining Unit 1

Date		

Proposal No: 1

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The Union proposes the following language:

TA SEIU Local 1000 11.24.1 Bay Area Recruitment and Retention Pay Differential

(Unit 1)

Upon appointment to a position in one of the following classifications in an eligible county, employees shall receive a five percent (5%) pay differential. If an employee transfers out of an eligible location or classification the differential shall be rescinded.

The State may extend these provisions to employees already in these classifications in eligible counties, and if an incumbent transfers out of an eligible location or classification the differential shall be rescinded.

Eligible Counties:

Alameda

Contra Costa

San Francisco

San Mateo

Loadercio

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Page 1 of 3

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Santa Clara

Eligible Classifications:

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1579 Associate Programmer Analyst (Specialist)

1470 Associate Information Systems Analyst (Specialist)

1585 Associate Systems Software Specialist (Technical)

1581 Staff Programmer Analyst (Specialist)

1312 Staff Information Systems Analyst (Specialist)

1587 Systems Software Specialist I (Technical)

1583 Senior Programmer Analyst (Specialist)

1337 Senior Information Systems Analyst (Specialist)

1373 Systems Software Specialist II (Technical)

1367 Systems Software Specialist III (Technical)

1401 Information Technology Associate

1402 Information Technology Specialist I

1414 Information Technology Specialist II

The differential provided for by this section shall not be subject to CalPERS deductions, and it will not be included



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when calculating any overtime compensation otherwise provided for by this Contract.

TA SEW Local 1000

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Union Proposal

Bargaining Unit 1

Date

Proposal No: 1

A SELU Local 1000 The Union proposes the following rollover language

్షంగ్ 11.25.1 Personnel and Payroll Specialist: Recruitment & γ

Retention Differential (Unit 1)

Personnel and Payroll Specialists and Senior Personnel and Payroll Specialists who are performing duties outlined in the class specifications and employed for twelve (12) consecutive qualifying pay periods after January 1, 2001, shall be eligible for a recruitment and retention differential of two thousand four hundred dollars (\$2,400), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

- A. If an employee terminates, transfers or is discharged prior to completing the twelve (12) consecutive pay periods, there will be no prorated payment for those months.
- B. If an employee promotes out of the Personnel and Payroll Specialist classification series they will be eligible for a pro rata share for those months.
- C. Part-time and intermittent employees shall receive a

pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.

D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

E. For the purpose of this section, movement to Staff Services Analyst will be considered a promotion.

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Page 2 of 2



Union Proposal

Bargaining Unit 1

Date 7 29 19

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Proposal No: 1

The Union proposes the following rollover language:

11.26.1 Arduous Duty Differential for FLSA Exempt

Employees (Unit 1)

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWGs E and SE when there is no other way to recognize the performance of additional duties and responsibilities which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four months per fiscal year (or per event for emergencies involving loss of life or property).

Requests for arduous pay shall be made to CalHR on a caseby-case basis by the employing department. CalHR shall evaluate said requests based on whether it satisfies all of the following:

A. Nonnegotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or his/her

TA SEW Local 1000

supervisor, or must constitute an extreme urgency.

The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

B. Work Exceeds Normal Work Hours and Normal Productivity

The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment.

Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of

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TA SEIU Local 1000

the normal workweek, there is a demand for and achievement of greater productivity or result.

C. Work is Unavoidable

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

D. Work Involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than twelve (12) to fourteen (14) days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

E. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other

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additional compensation for the type and nature of the above described work.

CalHR decisions to deny arduous pay shall not be subject to the grievance or arbitration provisions of this Contract.

The differentials shall be \$300 per workweek, up to \$1200 total per pay period. Any workweek that overlaps months should be counted in the month that the workweek ends. An employee may be paid: \$300, \$600, \$900 or \$1200 per pay period.

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Union Proposal

Bargaining Unit 1

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Proposal No: 2

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The Union proposes the following language:

11.27.1 California State Lottery (CSL) Sales Incentive

Bonus (Unit 1)

The CSL reserves the right to manage the variety and quantity of Scratcher products offered for sale in order to stay within its budgetary and legal mandates.

Additionally, the CSL reserves the right to evaluate the efficiency and effectiveness of new gaming methods, techniques, equipment and software, as well as new gaming products and sales aids, through tests or pilot programs. The time duration for the tests and/or pilot programs may vary. Pilot/tests shall be implemented at the beginning of a quarter unless a budgetary or legal reason exists in which case the pilot/test may be implemented mid-quarter. The CSL will meet and discuss the impact of a test prior to implementation, upon Union request.

Employees appointed to the CSL classifications of District Sales Representative (DSR) and Key Accounts Specialist (KAS) are eligible to receive a sales bonus based on achievement of sales in the following three (3) product lines: Scratcher products; On-Line products; and a Target Game which shall be designated by the Director or designee.

The following provisions shall govern the program:

- A. Prior to the beginning of each new quarter, the CSL Director or designee shall announce a statewide sales goal for each of the three (3) product lines identified above. Individual achievement of quarterly sales goals for each territory or account list is measured against the established quarterly CSL statewide sales goal for each of the three (3) product lines. The sales bonus for eligible employees is based on sales achievement in each of the three (3) product lines. Scratcher product sales are defined as only those ticket packs that have been financially settled by retailers.
- B. The CSL Sales Division shall issue a quarterly report showing the percentage contribution (market share) of the employee's sales area to actual statewide sales.

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The "market share" of each sales area is the percentage contribution of the territory or account list to actual statewide sales during quarter ending one quarter prior to the goal quarter, also identified as the "quarter before last." Example: The goal for quarter 1 of FY 1999/00 is based on the market share from guarter 3 of FY 1998/99.

- C. Each product line is allocated a percentage of the total award dollar with each level as follows: Scratcher product seventy percent (70%); Target Game product twenty percent (20%); and On-Line product ten percent (10%). Upon completion of each quarter and a qualifying period, if a territory or account list achieves at least a Level 1 sales goal in any product line, the employee receives the appropriate percentage of the total award attributable to that product for the level achieved. With a qualifying period, the employee is eligible to attain an award for each of the three product 6:13 8.1
- D. "Target Game" is that game identified and designated by the Director (CSL) or designee to receive special promotional emphasis. Target Game sales shall be excluded from the goal and achievement of other product lines. If a Target Game is not designated, the Director or designee shall redirect the Target Game percentage to the other remaining product lines.

lines.

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- E. If the CSL deems it necessary to adjust one or more of the bonus level percentages; it shall notify the Union and meet and confer, upon request, concerning the impact of the proposed adjustment.
- F. Bonus levels and corresponding dollar awards attributable to each level are listed below:

Bonus Level	Level	1 Leve	el 2 Leve	l 3 Level	4
% of Sales Goal Achieved	102%	105%	108%	1129	%
					Stake
District Sales Representative (DS	SR)				
(DSR) Maximum Bonus Award	\$1,100	\$1,600	\$2,100	\$3,200	
(70%) Scratcher Product	\$770	\$1,120	\$1,470	\$2,240	112
(20%) Target Game	\$220	\$320	\$420	\$640	l y
(10%) On-Line Product	\$110	\$160	\$210	\$320	
Key Account Specialist (KAS)					AM
Maximum Bonus Award	\$1,600	\$2,100	\$2,850	\$3,950	N/01
(70%) Scratcher Product	\$1,120	\$1,470	\$1,995	\$2,765	
(20%) Target Game	\$320	\$420	\$570	\$790	
(10%) On-Line Product	\$160	\$210	\$285	\$395	

G. Each eligible employee described in subsections G (2) through G (8) shall be required to work a qualifying period to be eligible for bonus.

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- 1. A qualifying period is defined as actually working in a territory or actually working an assigned account list minimum of sixty-five percent (65%) of actual available work days in a thirteen (13) week quarter excluding holidays and weekends.
- Formula: Thirteen (13) weeks (91 days) less weekends (26 days) times eight (8) hours a day less holiday hours times sixty-five percent (65%) equals a qualifying period.
- 3. Example: A qualifying period in a quarter with no holidays equals sixty-five (65) days; a qualifying period in a quarter with one holiday equals sixty-four (64) days.
- 4. A full-time employee who works a qualifying period and who works in an assigned territory or an assigned account list during the quarter is eligible for the appropriate level bonus achieved by that territory/account list during that quarter.
- 5. An intermittent employee who works a qualifying period and who works in a single territory during the quarter is eligible for the appropriate level bonus achieved by that district during that quarter.

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- 6. An intermittent employee who works a qualifying period and who works in more than one territory in a single district during the quarter is eligible for the appropriate level bonus achieved by that district during that quarter.
- 7. An intermittent employee who works a qualifying period and who works in more than one territory and in more than one district in either the North or South Region during the quarter is eligible for the appropriate level bonus achieved by that region during that quarter.
- 8. An intermittent employee who works a qualifying period and who works in more than one territory in both the North and South regions during the quarter is eligible for the appropriate level bonus achieved by the State during that quarter.
- 9. A permanent part-time employee who works a qualifying period and achieves a sales bonus level in a product line during the quarter is eligible to receive a percentage of the bonus dollar amount for that level consistent with the time base. The qualifying period as defined in subsection HG(1) prorated to the time base.
- 10.An employee appointed to a limited-term or retired annuitant position of DSR or KAS shall be eligible to

participate in this program consistent with the criteria established for full-time or intermittent employees.

- H. Bonus payments shall be made within sixty (60) days after the quarter ends.
- Bonus awards paid pursuant to this section are excluded from compensation for retirement purposes.
- J. Bonus awards paid pursuant to this section are considered compensation for taxation purposes.
- K. This section shall be grievable only to Step 2 of the grievance procedure (Director, CSL).
- L. When the CSL makes a change to the sales incentive bonus they will notify the Union pursuant to Article 24.1.

The Union and the State agree to establish a Joint Labor

Management Committee (JLMC) to examine the California

State Lottery Sales Incentive Bonus. The JLMC will include, but
not be limited to, the following:

- 1. Possible adjustment of the Quarters
- 2. Qualifications for receiving the Bonus
- 3. The methodology for determining the Bonus goal
- 4. The methodology of determining the Bonus payouts
- 5. The time period for timely payment of the Bonus
- 6. Grievability of the Bonus

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The JLMC shall complete final recommendations no later
than December 31, 2020. All rights established under Article
5.10 of this Contract apply to this JLMC.

M. At the conclusion of the JLMC, written recommendations will be provided to the CSL Director. If the CSL Director, with approval from CalHR, makes a change to the sales incentive bonus, the State will notify the Union pursuant Article 24.1.

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Union Proposal

Bargaining Unit 4

Date

5:32pm

Proposal No: 2

The Union proposes the following language:

11.27.4 California State Lottery (CSL) Scratcher Sales

Bonus (Unit 4)

CSL reserves the right to manage the variety and quantity of Scratcher products offered for sale in order to stay within its budgeton, and legal mandates.

its budgetary and legal mandates.

The classifications of Lottery Ticket Sales Specialist (LTSS) and Lottery Ticket Sales Senior Specialist (LTSSS) shall be eligible to receive sales bonuses as governed by the

following provisions:

A. The sales bonus shall be based solely on sales of Scratcher products. Scratcher product sales are defined as only those packs that have been financially settled by retailers. Prior to the beginning of each new quarter of the fiscal year, the CSL Director or designee shall set a statewide sales goal for Scratcher products. The statewide sales goal is then broken down into "market"



shares" for each individual "retailer assignment."
Individual achievement for bonus eligibility is
measured against the "marked share" established
for the individual retailer assignment.

B. CSL Sales Department shall issue a quarterly report showing the percentage of statewide sales (commonly referred to as "market share") for Scratcher products for each retailer assignment. The market share of each sales area is defined as the percentage contribution of the employee's retailer assignment to actual statewide sales during the quarter ending one quarter prior to the "goal quarter," also identified as the "quarter before last."

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Example: The goal of Quarter 1 of FY 99-00 is based upon market share from Quarter 3 of 98/99.

C. Upon completion of each quarter and a qualifying period as defined in subsection G, if the retailer assignment achieves at least the first level sales goal in Scratcher products, the eligible employee receives the appropriate bonus award for that level. Subsequent awards are based upon

achieving greater sales levels for the Scratcheronly products.

Example: If a retailer assignment achieves Level 1 goal in Scratcher sales, the participant receives Level 1 bonus.

D. Bonus levels and corresponding dollar awards attributable to each level are listed below:

BONUS LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
% OF SALES GOAL ACHIEVEMENT	102%	105%	108%	112%
Lottery Ticket Sales Specialist	\$300	\$600	\$900	\$1,200
Lottery Ticket Sr. Sales Spec.	\$300	\$600	\$900	\$1,200

- E. Each eligible employee described below shall be required to work a qualifying period as defined in subsection (F) to be eligible for a bonus.
 - A full-time employee who works a qualifying period and who works a single regular retailer assignment during the quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.
 - 2. An intermittent employee who works a

qualifying period and who works a single regular retailer assignment during the quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.

- 3. An intermittent employee who works a qualifying period and who works more than one retailer assignment in either the North or the South region during the quarter shall be eligible for the appropriate level bonus achieved by the region.
- 4. An intermittent employee who works a qualifying period and who works more than one retailer assignment in both the North and South regions during the quarter shall be eligible for the appropriate level bonus achieved by the State.
- 5. A part-time employee who works a qualifying period shall be eligible for a percentage of the bonus dollar amount consistent with the employee's time base. The qualifying period as defined in subsection F shall be prorated

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RS TODAY to the time base.

Example: A three quarter (3/4) time employee who works a qualifying period and who achieves Level 1 sales shall be eligible to receive three quarter (3/4) of the dollar amount for that level. The qualifying period for eligibility is proportionately reduced by twenty-five percent (25%).

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- F. For purposes of this bonus provision, the following definitions shall apply:
 - "Qualifying period" is defined as actually working a regular retailer assignment no less than sixty-five percent (65%) of actual available work hours in a quarter, excluding holidays and weekends.

Formula: Thirteen (13) weeks (91) days less weekends (26 days) multiplied by eight (8) hours a day less holiday hours multiplied by sixty-five percent (65%) equals a qualifying period.

Example: A qualifying period in a thirteen (13) week quarter with no holidays would require the participant to work a regular

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retailer assignment three hundred thirty-eight (338) hours. A qualifying period in a quarter that has one holiday would require the participant to work a regular retailer assignment of three hundred thirty-three (333) hours.

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2. "Retailer assignment" is defined as a preassigned group of retailers for which the employee has Scratcher inventory management responsibilities either through the use of a Scratcher inventory management system or through regular retailer telephone activity. Retailer assignment does not include activity with retailers which are redirected to an employee because of coworker absences.

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- G. Bonus payments shall be made quarterly within sixty (60) days after the end of the quarter.
- H. Bonuses paid pursuant to this section are excluded from compensation for retirement purposes.
- Bonuses paid pursuant to this section are considered compensation for taxation purposes.

J. When the CSL makes a change to the Scratcher Sales Bonus they will notify the Union pursuant to Article 24.1

The Union and the State agree to establish a Joint

Labor Management Committee (JLMC) to examine the

California State Lottery Scratcher Sales Bonus. The

JLMC will include, but not be limited to, the following:

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- 1. Possible adjustment of the Quarters
- 2. Qualifications for receiving the Bonus
- The methodology for determining the Bonus goal
- 4. The methodology of determining the Bonus payouts
- 5. The time period for timely payment of the Bonus
- 6. Grievability of the Bonus

The JLMC shall complete final recommendations no later than December 31, 2020. All rights established under Article 5.10 of this Contract apply to this JLMC.

K. At the conclusion of the JLMC, written
 recommendations will be provided to the CSL Director.
 If the CSL Director, with approval from CalHR, makes

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a change to the scratcher sales bonus, the State will

notify the Union pursuant Article 24.1.

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Union Proposal Bargaining Unit 1

Date 7 29 19

Proposal No: 1

7.29.19

The Union proposes the following rollover language: 226

11.28.1 California State Lottery (CSL)

Business Building Incentive (BBI) Program

(Unit 1)

This provision is effective following ratification by both parties

A. The objective of the BBI program shall be to add new and viable Lottery retailer locations. A new retailer location is one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.

- B. The Lottery Director or designee shall identify a "product game" that shall be the focus of the BBI. The Lottery Director or designee shall also determine the specific criteria for the product game.
- C. The classifications of District Sales
 Representative (DSR) and Key Account Specialist
 (KAS) shall be eligible for the incentive award.
- D. For each new qualifying retailer location, the

SEIU Local 1000

TA SEIU Local 1000

employee shall receive an incentive award of two hundred fifty dollars (\$250).

- E. The CSL will provide weekly BBI product sales advisory information on a bi-weekly basis to allow tracking of retailer activation and sales activity. An official BBI product sales report will be issued by the CSL following the end of each retailer's qualifying period.
- F. The employee shall submit a claim for the recruitment incentive award within thirty (30) days following the issue date of the sales report referenced in subsection E. Awards shall be paid, upon verification by the CSL, no later than sixty (60) calendar days after the completed claim is submitted by the employee.
- G. Program criteria: In addition to specific criteria for the BBI product game determined by the CSL Director or designee the following program criteria shall be met:
 - A new retailer shall be one that has never sold Lottery products or has contracted to sell "Scratcher-Only"

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products.

- 2. A qualifying retailer shall be located within the employee's regularly assigned territory or on the employee's regularly assigned account list at the date of activation.
- 3. In the event that more than one employee, DSR/KAS, has direct participation in the recruitment of a qualifying retailer, the incentive award shall be divided equally between the recruiters. Direct participation shall be substantiated by the Lottery Sales Manager or Key Accounts Chief, as appropriate. The Key Accounts Chief shall determine, if necessary, the beginning and ending periods for targeted account recruiting.
- 4. If the retailer location is re-assigned during a qualifying period from one DSR's regularly assigned territory to another DSR's regularly assigned territory or from one KAS's regularly assigned account list to another KAS's regularly assigned account list, or if the

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employee does not have a regularly assigned territory/account list, the award will be made in favor of the recruiting employee (DSR/KAS).

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- Upon written request from an employee, an exception to specific product game criteria may be granted by the CSL Director or designee prior to retailer activation.
- H. Terminal Malfunction: Upon notification from the employee and verification by management that the on-line terminal of the qualifying retailer became inactive due to technical malfunction of the phone line or "the G-Tech" line after the initial activation date and during the qualifying period, said qualifying period will be extended by the number of inactive days.

 Extensions shall be approved by the CSL Director or designee.
- I. Game Termination: A BBI product game may be modified or discontinued by the CSL Director or designee due to technical, financial, or legal reasons. If the BBI product game is discontinued, the CSL is not obligated to provide a replacement game. If a

retail location meets the criteria established for the A SEW Local 1000 game prior to its discontinuance, the recruiting employee shall have qualified for the incentive award. If an employee recruits a new retailer and the CSL subsequently discontinues the BBI product game due to financial, technical, or legal reasons before the new retailer has on-line Status Code 1 or 2, and the CSL introduces a replacement target game within one hundred twenty (120) days after the discontinued game, the tracking period shall begin with the effective date of the replacement game. The Union shall be given notice and an opportunity, upon request, to meet and discuss the impact of this action.

- J. The employee shall submit a discrepancy correction for a bona fide retailer within ninety (90) days of the retailer activation. Discrepancies not submitted within the stated period will not be eligible for bonus payment.
- K. Incentive awards paid pursuant to this agreement shall be considered compensation for taxation purposes.
- L. Incentive awards paid pursuant to this agreement

shall be excluded from compensation for retirement purposes.

M. The provisions of this agreement shall be grievable only through the department level of the grievance procedure (Director, CSL).

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Union Proposal

	Bargaining	Unit	1
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Proposal No: 3

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TA SEIU Local 1000 The Union proposes the following language:

11.29.1 Investment Officer III and II, Incentive Award

Program (Unit 1)

California Public Employees' Retirement System

(CalPERS) and the State Teachers' Retirement System

(CalSTRS) agree to enhance continue the Investment

Officer III, Incentive Award Program, which includes the

addition of the Investment Officer II classifications, in

addition to the Investment Officer III classifications, as

eligible to receive the incentive award. The Incentive

Award Program shall be administered in accordance with

departmental policy and criteria, for Investment Officer III's

and II's employed at the California Public Employees'

Retirement System (CalPERS) and the State Teachers'

Retirement System (CalSTRS).

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Page 1 of 1



SEIN Local 1000

Union Proposal Bargaining Unit 1

Date 7 29 19

Proposal No: 1

The Union proposes the following rollover language:

11.30.1 Professional Certification Pay (Unit 1)

A. Subject to the criteria listed in section B, a department may recommend to CalHR that a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination receive a bonus.

B. Bonus Criteria

1. The bonus shall consist of three thousand six hundred dollars (\$3,600) regardless of the number of certifications received and shall be paid in three (3) equal installments of one thousand two hundred dollars (\$1,200) at intervals of twelve (12) qualifying pay periods. The first installment shall be paid in twelve (12) qualifying pay periods after the employee's request and the employer's verification.

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TA SEIU Local 1000

2. In order to be eligible for the bonus, the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited college or university, including courses in elementary and advanced accounting, auditing, and cost accounting.

- The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.
- C. An employee who transfers to another State department and otherwise continues to qualify for the bonus must request the new department to continue the bonus on schedule. The new department may or may not agree to recommend

the continuation of the bonus to CalHR. In any case the bonus shall not exceed three thousand six hundred dollars (\$3,600).

D. A Professional Competency Bonus shall not be considered "compensation" for the purpose of retirement.

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Proposal No: 2

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The Union proposes the following rollover language:

11.31.1 Chartered Financial Analyst Pay Differential (Unit 1)

A. Upon recommendation of California Public Employees' Retirement System (CalPERS) or California State Teachers' Retirement System (CalSTRS) management and with the approval of CalHR, the State shall provide a pay differential according to departmental policy and criteria to full-time employees in the classifications of Investment Officer I, Investment Officer II, or Investment Officer III, and who

achieve certification as a Chartered Financial

B. The pay differential shall be equivalent to five percent (5%) of the employee's monthly salary rate and will be provided for the period the employee holds a permanent appointment in the Investment Officer I, Investment Officer II, or Investment Officer III classifications, with the

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CalPERS or CalSTRS.

C. Pursuant to Article 13, Education and Training, upon recommendation of CalPERS or CalSTRS management and consistent with departmental policy, an eligible employee, in the Investment Officer I, II, or III classification, may be provided reimbursement for related expenses while a participant in the Chartered Financial Analyst educational, testing, and certification process.

TA SEIU Local 1000

8/20/2019 10:00 AM



Date _____

Yuonse No: 1

The Union proposes the following language:

11.31.4 Board of Equalization (BOE) California Department

of Tax and Fee Administration (CDTFA) Call Center Low Money

Differential (Unit 4)

Effective the first pay period upon ratification January 1, 2002, the State agrees to pay a one hundred fifty dollar (\$100150) per month pay differential to Tax Technicians I/II/III employees of the BOE CDTFA who perform at least fifty percent (50%) of their normal duties in the following assigned tasks, in recognition of the increased complexities and level of skills/knowledge required due to the implementation of the Automated Call Distribution

- A. Full-time employees in Unit 4 assigned to the <u>InformationCustomer Service</u>
 Center/800 Number, <u>Customer and</u>
 <u>Taxpayer Services External Affairs</u> Division.
- B. Full-time employees in Unit 4 assigned to the BOE District Field Offices performing

System:

C. Less than full-time employees assigned to the above duties shall receive the differential on a prorrata basis, according to their reduced time base.

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Union Proposal Bargaining Unit 1 Date 7 29 19

Proposal No: 2

The Union proposes the following language:

11.32.1 Research <u>DataProgram</u> Specialist III (Demography) Pay Differential (Unit 1)

Upon the ratification of the MOU, the Research DataProgram Specialist III (Demography) (5770) shall continue to be eligible to receive be added to CalHR Pay Differential 412.

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The Union proposes the following language:

11.32.4 California State Lottery (CSL) Call Center

Differential (Unit 4)

Effective the first pay period upon ratification January 1, 2002, the State agrees to pay one hundred fifty dollars (\$100150) per month pay differential to employees of the CSL who perform full-time as Call Center 800 Operators (Lottery Customer Service Division) in recognition of the increased complexities and level of skills and knowledge required due to the implementation of

the Automated Call Distribution System.



Date

Proposal No: 1

The Union proposes the following language:

11.33.4 Employment Development Department (EDD) Call

Center Differential (Unit 4)

Effective the first pay period upon ratification January 1, 2002

in recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a one hundred fifty dollar (\$100150) differential per pay period to the following EDD employees in the Tax Branch and

Unemployment Insurance Branch who perform at least fifty percent (50%) of their normal work duties in an automated call distribution center and/or public service counter involving response to the general public or customer client contacts relating to multiple programs and/or services of the department:

Program Technician, Program Technician II, Program
Technician III in the Call Center Collection Division, Call
Center, Field Audit Compliance Division and Customer
Service Counters (Field Audit and Compliance Division) of

the Tax Branch.

Accounting Technicians in the Call Center, Contribution
Adjustment Group, Tax Processing and Accounting Division,
Tax Branch and the Overpayments/1099 Group,
Unemployment Insurance Branch.

Part-time and intermittent employees performing the duties described above shall receive the differential on a pro rata basis.

Page 2 of 2

8/28/2019 11:01 AM



Date The Union proposes the following language: 11.34.4 Department of Consumer Affairs (DCA) Call Center Differential (Unit 4) Effective the first pay period upon ratification January 2002, the State agrees to pay one hundred fifty dollars (\$100150) per month pay differential to Program Technicians I/II/III employees of the DCA who perform at least fifty percent (50%) of their normal duties in the following assigned tasks, in recognition of the complex workload and level and knowledge required to receive and respond to consumer calls: A. Full-time employees in Unit 4 assigned to the

- Information Center/800 Number, Consumer Information Center.
- B. Full-time employees in Unit 4 assigned to the Contractor's State License Board call center.
- C. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to their reduced time base.



Date ____

Proposal No: 1

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The Union proposes the following language:

11.35.4 California Public Employees Retirement

System (CalPERS) Call Center Differential (Unit 4)

Effective the first pay period upon ratification, lin recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a one fifty hundred dollar (\$100150) differential per pay period to the following CalPERS employees who, at least fifty percent (50%) or more of their time, are assigned to call centers and public service counters to perform duties involving response to the general public or customer/client contacts relating to multiple programs and/or services of the department.

Benefit Program Specialist (all ranges)
Senior Benefit Program Specialist

Part-time and intermittent employees performing duties in the class levels described above shall receive the differential on a pro-rata basis, according to their time base.



Date

8/28/19

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The Union proposes the following language:

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11.36.4 State Teachers' Retirement System (STRS) Call

Center Differential (Unit 4)

Effective the first pay period upon ratification, Tthe State

agrees to pay a one hundred <u>fifty</u> dollar (\$100150) per month pay differential to the following employees of the STRS in recognition of the complex work and level of skill and knowledge required to receive and respond to 800- telephone

line calls from STRS members contacting the Public Service

Office.

A. Full-time employees in the Pension Program
Representative classifications who perform the
work described above at least fifty percent (50%)
or more of their time.

B. Part-time and intermittent employees performing the duties described above shall receive the differential on a pro rata basis.



Union Proposal

Bargaining Unit 4

Date 7130 19

Proposal No: 1

The Union proposes the following rollover language:

11.37.4 Dictaphone Differential (Unit 4)

A. Full-time employees in the classification of Office Assistant (Typing) in positions where the transcription of dictation from a dictating machine is done regularly, constitutes the employee's main assignment, and occupies the largest portion of the employee's time, shall receive a Dictaphone Differential as follows:

1. Employees in Ranges A, B and C shall receive seventy-four dollars (\$74) per month.

2. Employees in Range D shall receive ninety dollars (\$90) per month.

B. Less than full-time employees shall receive the Dictaphone Differential on a pro rata basis according to the employee's reduced time base.

Page 1 of 1

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Union Proposal

Bargaining Unit 4

Date 8 9 10

Proposal No: 2

The Union proposes the following rollover language:

11.38.4 Calendaring Function Differential - California Unemployment Insurance Appeals Board (CUIAB) (Unit 4)

The State agrees to add criteria D to the Calendaring Function Differential for the Office Technician (Typing) class at the CUIAB and will continue to pay one hundred fifty dollars (\$150) per pay period as established May 1, 1997.

Criteria:

A. All eligible full-time employees must be assigned sole responsibility for the hearing calendaring function.

- B. One employee per Field Operation's field office, per pay period, is eligible to receive this pay differential.
- C. An employee is eligible to receive this pay differential if he/she performs the hearing

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Page 1 of 2

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- calendaring function for eleven (11) or more calendar days per pay period.
- D. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

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Page 2 of 2



Union Proposal

Bargaining Unit 4

Date <u>VIMIT</u>

Proposal No: 1

The Union proposes the following language:

11.39.4 Hearing Reporters – California Public Utilities
Commission (PUC) (Unit 4)

Effective January 1, 2002, Hearing Reporters, in addition to their base salary, will receive three dollars and twenty-five cents (\$3.25) for each "daily" or "expedited" page which is reported and/or proofread by that reporter as required. Hearing Reporters, in addition to their base salary, will receive one dollar and forty cents (\$1.40) per page for each "daily" or "expedited" page which is scoped and/or proofread by that hearing reporter as required which may include completing final transcript and electronic (or otherwise) delivery thereof. A qualified Hearing Reporter, in addition to their base salary, will receive one dollar (\$1.00) per page for setting up and reporting a "realtime" hearing. If more than one (1) reporter works on a hearing, their collective page total shall not exceed the total pages for that hearing.

A "daily transcript" is a transcript of a hearing of which the

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presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested be delivered (in hard copy or electronic form) the same day that the hearing has occurred. An "expedited transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested to be delivered (in hard copy or electronic form) within seven (7) calendar days of the hearing.

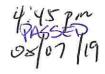
A "realtime transcript" is a transcript of a hearing that will be delivered to the presiding officer or a party contemporaneously via a Computer Assisted Transcription (CAT) system.

To qualify for per page rate pay all realtime, expedited and daily transcripts and respective page counts (reported or scoped) must be approved by the Chief Reporter or a person assigned by the Chief Administrative Law Judge and the transcripts must be ordered by a party agreeing to pay for these premium services. The above differential (page rates) shall be counted towards retirement.

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Page 2 of 2





Union Proposal Bargaining Unit 11 Date August 7, 2019

Proposal No: 2

The Union proposes the following language:

11.40.11 Operational Availability Incentive Program – DWR (Unit 11)

- A. The Department of Water Resources has established a compensated time off (CTO) bonus as an incentive for Unit 11 permanent full-time employees to improve the operational availability of generating and pumping plants in the State Water Project.
 - On January 1 By March 15 of each year DWR will establish the operational availability goals (Benchmarks) for the Division of Operations and Maintenance to be achieved by December 15 of that year.
 - In the event of a major forced outage lasting more than two (2) weeks and involving half of a plant or more, DWR will notice the Union of the possible adjustment to the operational availability goals.

Page 1 of 4

B. Employee Eligibility

- Must be an employee in a Bargaining
 Unit 11 classification utilized by the
 Division of Operations and Maintenance;
- And, the Operations and Maintenance
 Organizational Unit to which the employee is
 assigned meets its Operational Availability goal
 by December 15 of each year;
- And, the employee has been assigned to that organizational unit in an eligible classification during the calendar year performing onsite work that contributes to the operational availability which qualifies to receive the CTO bonus;

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 And, the employee is assigned to Division of Operations and Maintenance either in a field division or headquarters position on December 15;

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And, the employee has worked in such assignment at least one (1) full calendar month.

C. The operational goals may be set at two (2) levels, Initial Operational Availability Goal, and

AM DO AN NG Second Operational Availability Goal.

- From January 1, each year through
 December 15 of that year, every eligible employee shall be awarded forty (40) straight time hours of CTO bonus if the Initial Operational Availability Goal is met as of December 15.
- From January 1 each year through December 15 of that year, every eligible employee shall be awarded an additional forty (40) straight time hours of CTO bonus if the Second Operational Availability Goal is met.
- 3. All eligible employees who are employed in the Division of Operations and Maintenance field division or headquarters position on December 15 shall receive the Operational Availability Incentive bonus for that field division or headquarters location.
- Eligible employees shall not receive more than eighty (80) hours of Operational Availability Incentive bonus per calendar year.

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- D. DWR will make every effort to allow usage of the CTO bonus hours received by the employees. Usage of CTO shall be in accordance with subsection 19.2 F and H of this Contract.
- E. At the employer's option, for all Bargaining Unit 11, Division of Operations and Maintenance employees who are eligible for the Operational Availability Incentive bonus, Operational Availability Incentive Bonus CTO hours in excess of twenty (20) hours on the books may be cashed out on June 30 of every fiscal year.
- F. As soon as possible, but not later than March 15,
 the State shall provide the Union written notice of
 whether or not the Operational Availability
 Incentive Bonus will be awarded for the previous
 calendar year, pursuant to this Article.

GF. This Article is not subject to Article 6 - Grievance and

Arbitration.

Page 4 of 4



Date _____

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Proposal No:

The Union proposes the following rollover language:

11.41.11 Commercial Driver's License Differential (Unit 11

A. Caltrans and DWR

Full-time, part-time or limited-term employees assigned to a Caltrans or DWR position requiring regular operation of vehicles which require a Class A or B Commercial Driver's License (CDL) shall receive a differential of one hundred fifty-five dollars (\$155) for each qualifying pay period in which they are subject to performing these duties.

- B. Department of Fish and Game (DFG)
 - The DFG shall pay a differential of one hundred fifty-five dollars (\$155) for each qualifying pay period to employees holding a Class A or B CDL who:
 - a. Are full-time employees, and
 - b. Hold a Class A or B CDL, with

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Page 1 of 4

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- appropriate endorsement(s) and medical examiner's certificate required by the DMV, and
- c. Are assigned to a DFG-designated position requiring regular operation of vehicles for which a Class A or B CDL is required.
- 2. The DFG shall annually identify the positions referenced in section B (1) (c) above and in so doing, will identify the appropriate CDL and endorsement(s) required for the position. Assignment of employees to these positions shall be at the department's discretion. Once positions have been designated, the positions shall not be undesignated prior to the next annual review unless there is a clear, articulable reduction in operational need such that the position would be rendered unnecessary. If DFG determines that a position should be undesignated outside the annual review process, the Union shall be notified and afforded an opportunity to

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discuss the action. Positions undesignated outside of the annual review process shall be subject to the formal grievance procedure. Otherwise the provisions of this subsection (B) (2) are neither grievable nor arbitrable.

- 3. Employees shall be designated to receive this differential in the first qualifying pay period in which they have been assigned driving duty and will then be subject to the normal annual review process thereafter.
- 4. An employee whose required CDL and/or endorsement(s) is/are revoked or not renewed for any reason, or who is not operating vehicles satisfactorily, or who lacks the proper skill or qualifications to operate the subject vehicles at the worksite, may be subject to administrative transfer:
 - Out of the position within which the differential is paid, or
 - b. To a position not requiring the possession of a CDL, and will no longer



be eligible for payment of the differential.

- 5. The Union recognizes that the differential will not be paid to incumbents in those classes in which the SPB specification identifies possession of a CDL as part of the minimum qualifications of the class.
- 6. Notwithstanding classification specifications, employees receiving the differential can be required to operate vehicles as deemed necessary by the department. This provision is neither grievable nor arbitrable.
- 7. Subject to all of the provisions in subsections B (1) through B (5), part-time employees, including seasonals shall be eligible for payment of the differential on a pro rata basis.

Page 4 of 4

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Union Proposal Bargaining Unit 11 Date August 21, 2019

Proposal No: 2

The Union proposes the following rollover language:

11.42.11 Water Treatment Plant Differential (Unit 11)

A. Water Resources Technicians I and II employed at DWR water treatment plants, who are required by DWR to possess licenses and/or certificates pertaining to water treatment plant operation, shall receive a five percent (5%) differential. The differential shall be included when calculating overtime rates. The differential shall be considered compensation for purposes of retirement.

B. Water Resources Technicians I and II who are employed at DWR water treatment plants who are required by DWR to obtain a license and/or certificate pertaining to water treatment plant operation, and who successfully complete the examination for the same, shall be reimbursed for application, examination and renewal fees. Said employees shall be given a reasonable amount of time off work without loss of compensation to take

licensing and/or certification examinations, provided the examination is on a scheduled work day and the employee gives his/her supervisor reasonable advance notice of the need to take time off.

- C. Water Resources Technicians I and II who are required to possess a license or certificate pertaining to water treatment plant operations who fail to obtain or maintain a license or certificate, may be voluntarily or involuntarily transferred into another position or classification.
- D. This section shall be subject to the grievance procedure up to and including the third level of review.It shall not be subject to arbitration.

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Proposal No: 1

The Union proposes the following rollover language: **

11.43.11 Diving Pay (Unit 11)

- A. This section shall apply to Unit 11 employees who are certified to dive by an organization recognized by the State, and required to dive by their appointing authority.
- B. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of twelve dollars (\$12) per diving hour.
- C. New classifications may be approved for diving pay subject to agreement between CalHR and the Union.

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Date	
	Proposal No:

The Union proposes the following rollover language:

11.44.11 Long Term Differential (Unit 11)

This applies to employees who otherwise qualify for long term per diem pursuant to Article 12, Business and Travel Expenses. Employees receiving the differential provided for in this section shall not receive long term per diem.

- A. Employees who are assigned in writing to Long Term Assignments (LTA) for more than one year (365 days) at the outset of their assignment letter and who otherwise qualify for long term per diem shall receive monthly pay differential in lieu of long term per diem for meals and receipted lodging.
- B. To qualify for the LTA monthly differential, affected employees shall be required to submit receipts as proof that actual lodging expenses were incurred.

The LTA monthly differential will be paid for a period starting the first day of the actual assignment and will end the last day of the assignment. The monthly differential shall be pro

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Page 1 of 2

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- rated for months in which the LTA begins or ends in the middle of the month.
- D. The LTA monthly differential shall be one thousand eight hundred dollars (\$1,800).
- E. Long Term Differential Pay shall not be added to the base pay for purposes of calculating such things as overtime.
- F. Long Term Differential Pay shall not be considered compensation for purposes of retirement contributions.

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Page 2 of 2

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Date			

Proposal No: 1

The Union proposes the following rollover language:

11.45.11 DNA Pay Differential – Department of Justice (DOJ)

(Unit 11)

- A. The parties agree that Laboratory Technicians (Criminalistics) working in the Bureau of Forensic Services at the DOJ shall receive a three hundred dollar (\$300) per qualifying pay period differential if they meet the following criteria:
 - a. They are assigned to a DNA Laboratory or DNA Unit in the Bureau of Forensic Services and their principal duties include DNA analysis, method development, training, or oversight and review of DNA work; and,

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b. They meet the DNA Advisory
 Board qualifications (education and experience) for a DNA analyst

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Page 1 of 2.

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(casework or data bank) or technical leader.

- B. The differential shall be considered when calculating overtime rates. The differential shall be considered compensation for purposes of retirement.
- C. Selection and removal from assignments that qualify for the DNA differential shall be at the discretion of the DOJ. Employees removed from said assignments will be given thirty (30) calendar days advance notice before the differential is discontinued, unless the change is initiated by the employee.

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Page 2 of 2

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Union Proposal Bargaining Unit 11

Date			

Proposal No: 1

The Union proposes the following rollover language:

11.46.11 Pile Load Testing Differential (Unit 11)

Caltrans employees who are assigned to pile load testing activities shall receive an hourly differential of one dollar and twenty-five cents (\$1.25) for every hour that they are engaged in pile load testing. For the purposes of this differential, employees are engaged in pile load testing whenever:

- A. They are assigned to pile load testing duties at a specific site, and
- B. The pile load testing equipment is enroute to, at, or enroute from that pile load testing site.

 The differential stops for employees when they leave the pile testing crew during an actual pile load testing assignment for any

reason.

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Page 1 of 1

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Date			

Proposal No: 1

The Union proposes the following rollover language: 11.47.11 Climbing Pay (Unit 11)

A. Air Resources Board (ARB)

ARB employees who are required to climb using hands and feet to the sampling point of smoke stacks or storage tanks at a height of thirty (30) feet upward or more shall receive an hourly differential of ten dollars (\$10) per actual climbing hour. Said employees may be required to successfully complete training prescribed by ARB as a condition of employment in positions requiring climbing.

B. Caltrans and DWR

Caltrans and DWR employees who are required to climb using climbing equipment, and employees of the same departments who are required to hold backup safety lines for climbers, shall receive an hourly differential of ten dollars (\$10) per actual climbing hour using climbing

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Page 1 of

7/23/2019 10:15 AM

equipment or holding backup safety lines. Said employees may be required to successfully complete training prescribed by their respective departments as a condition of employment in positions requiring climbing or securing backup safety lines.

C. Department of Conservation

Department of Conservation employees who are required to climb using climbing equipment to earthquake sensor attachment points shall receive an hourly differential of ten dollars (\$10) per actual climbing hour using climbing equipment.

D. Employees who satisfy the criteria contained in section 11.46.11(A) and (B) will receive a minimum of one (1) hour of climbing pay for any amount of climbing during the first hour of each day. Additional time spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.

E. The differential shall: (1) not be pro-rated; (2) not be subject to a qualifying pay period; (3) be applicable to all time bases and tenure; and (4) not be subject to PERS deduction. 7 08/16/19 7/13/2

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Union Proposal Bargaining Unit 11 Date August 21, 2019

Proposal No: 2

The Union proposes the following rollover language:

ا 11.48.11 Water Resources Technician II Differential (Unit 11)

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A. The following differentials shall be paid to Water Resources Technician IIs (WR Tech IIs) in the Department of Water Resources (DWR) who qualify under the criteria stated herein.

1.(a) WR TECH IIs having sixty (60) months of WR TECH II tenure and are at the top step of the WR TECH II level shall receive a monthly salary differential of four hundred twenty-four dollars (\$424).

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Whomas 18 Chr 28 1.(b) WR TECH IIs having completed fifteen (15) semester or equivalent college units from an accredited college or university, as approved by DWR and who have twelve (12) months tenure at the WR TECH II level, shall receive a monthly salary differential of four hundred twentyfour dollars (\$424). The fifteen (15) BW BR AM. NG semester or equivalent units must be in a science, mathematics, or engineering curriculum with primary emphasis in the areas of study referenced in subsection I below. College courses taken at a community college must be transferable to either a California State University or a University of California institution and be relevant to the work being performed by the employee.

- 1.(c) WR TECH IIs who hold a four (4) year college degree in a DWR approved field of study as described in paragraph 1 (b) and have twelve (12) months tenure at the WR TECH II level, shall receive a monthly salary differential of six hundred thirty-six dollars (\$636).
 - 2. WR TECH IIs assigned to a DWR field assignment will receive a two hundred forty-one dollars (\$241) per month differential provided they have served for twenty-four (24) consecutive months in a DWR field assignment after having reached the top step

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BN BB Ana NO of WR TECH II and have completed the eighty (80) hour course in Water Resources
Engineering Technology (WRET). Courses
qualifying toward this requirement may include
WRET courses taken by the employee prior to
being appointed as a WR TECH II.
Management will facilitate each eligible
employee's attendance in the eighty (80) hour
course in WRET no later than twenty-four (24)
months of their appointment to a DWR field
assignment at the WR TECH II level. A DWR
field assignment is defined as a permanent
assignment to field work outside the office over
fifty percent (50%) of the time.

- B. Counting base pay and Differentials 1 and 2, no WR TECH II may earn more than the top step of the salary of the Engineer, Water Resources, Range C. The SCO will calculate the amounts of the differentials and automatically limit amounts paid pursuant to this section.
- C. Differentials 1(a), 1(b), and 1(c) are "permanent" in that they shall apply to qualifying WR TECH II employees unless the differential is removed by

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16) Che MP adverse action. Regarding Differentials 1(a), 1(b), and 1(c), employees may receive only one (1) of these three (3) differentials at any time.

- D. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is "permanent" so long as the qualifying WR TECH II remains assigned in a qualifying DWR field assignment, unless the differential is removed by adverse action. Payment of Differential 2 ceases when the employee leaves the DWR field assignment.
- E. A WR TECH II who previously received Differential 2 and lost it due to leaving the qualifying DWR field assignment will have the differential restored upon returning to a DWR field assignment, provided that the employee satisfies the differential's qualifications. Such employee returning to a DWR field assignment will not, therefore, have to satisfy the twenty-four (24) month continuous tenure requirement of A(2) again.

F. Qualifying WR TECH IIs may receive both

Differential 1(a or b or c) and Differential 2

simultaneously, subject to the limitations of item B

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above.

G. Both Differential 1(a through c) and Differential 2 will count as salary for purposes of retirement, overtime, and benefit payment calculations.

H. Differentials will be paid to qualifying employees retroactively to the pay period when they meet the qualifications.

I. WR TECH II Differential College Classes Approved (1)(c).

Biology

Chemistry

Computer Science

Construction Management

Engineering

Engineering Technology (including Agricultural)

Geology

Geosciences

Hydrology

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Landscape Architecture

Mathematics

Physical Science

Physics

Plant and Soil Sciences

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Page 6 of 6

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Union Proposal Bargaining Unit 11 Date August 21, 2019

Proposal No: 2

The Union proposes the following rollover language:

11.49.11 Transportation Engineering Technician Differential (Unit 11)

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A. The following differential shall be paid to
 Transportation Engineering Technicians (TET) in

 Caltrans who qualify under the criteria stated herein.

- 1.(a) TETs having sixty (60) months of TET tenure and are at the top of TET, Range C level shall receive a monthly salary differential of four hundred twenty-four dollars (\$424).
- 1.(b) TETs having completed fifteen (15) semester or equivalent college units from an accredited college or university, as approved by Caltrans, that exceed the two (2) years of education of a curriculum beyond the twelfth (12th) grade required to meet the TET Minimum Qualifications and who have twelve (12) months tenure at the TET, Range C level,

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shall receive a monthly salary differential of four hundred twenty-four dollars (\$424). The fifteen (15) additional semester or equivalent units must be in a science, mathematics, or engineering curriculum with primary emphasis in the areas of study referenced in subsection I and be relevant to the work being performed by the employee.

- 1.(c) TETs who hold a four (4) year college degree in a Caltrans approved field of study as described in paragraph 1 (b) above and have twelve (12) months tenure at the TET, Range C level, shall receive a monthly salary differential of six hundred thirty-six dollars (\$636).
- 2. TETs assigned to a Caldrans Construction assignment will receive a two hundred forty-one dollars (\$241) per month differential provided (a) they have served for twenty-four (24) consecutive months in a Construction field assignment after having reached the top step of TET, Range C and have completed the Construction Academy bootcamp per

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required classes, or they have completed any required classes, or they have obtained any required certifications in Calarans' prescribed test methods necessary to perform their job duties.

Ba AM. Management will schedule each employee's attendance at the provide the boot camp within twenty-four (24) months of their appointment to a Construction field assignment. If circumstances warrant, management, at its discretion, may of a point provide the boot camp training on an individualized basis and certify completion of the required training.

If new job related classes or certification requirements are required in the future, Caltrans will notice the Union and will schedule employees to participate in such classes as soon as possible to meet the new requirements.

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B. Counting base pay and Differentials 1 and 2, no TET

may earn more than the top step of the salary of the Transportation Engineer (Civil), Range C. The SCO will calculate the amounts of the differentials and automatically limit amounts paid pursuant to this section.

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- C. Differentials 1(a), 1(b), and 1(c) are "permanent" in that they shall apply to qualifying TET, Range C employees unless the differential is removed by adverse action. Regarding Differentials 1(a), 1(b), and 1(c), employees may receive only one (1) of these three (3) differentials at any time.
- D. Differential 2 is independent from differentials 1(a), 1(b), and 1(c). It is "permanent" so long as the qualifying TET, Range C remains assigned in a qualifying CalTrans Construction assignment, unless the differential is removed by adverse action.

 Payment of Differential 2 ceases when the employee Caltrans 4:04 ph 1310 08/14/2019 leaves the CalTrans Construction assignment.

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Differential 2 and lost it due to leaving the qualifying CalTrans Construction assignment will have the differential restored upon returning to a

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the employee satisfies the differential's qualifications. Such employee returning to a calTrans Construction assignment will not, therefore, have to satisfy the twenty-four (24) month continuous tenure requirement of A2 again.

F. Qualifying TETs may receive both Differential 1 (a, or b, or c) and Differential 2 simultaneously, subject to the limitations of item B above.

- G. Both Differential 1 (a through c) and Differential 2 will count as salary for purposes of retirement, overtime, and benefit payment calculations.
- H. Differentials will be paid to qualifying employees retroactive to the pay period when they meet the qualifications.

I. Approved courses of study for Differential A:

Chemistry

Computer Science

Constructing Management

Engineering

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Engineering Science

Engineering Technology

Geological Science

Geology

Geoscience

Landscape Architecture

Mathematics

Physical Science

Physics

J. Construction Academy ("Bootcamp")

	<u>Module</u>	<u>Hours</u>
	1) Organization	2.50
14 08/21/19 4:11pm	a) Contracts & Plans Cattrans 4:11 pm 08/21/2019	1.00
4.11pm	b) How-CalTrans builds projects	0.50
V	c) Construction roles & responsibilities	1.00
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CAMP	2) Reporting Contractor's Activities	1.50
271	a) Importance of Complete & accurate diary	0.50

	b) Correct method for thorough documentation	1.00
	3) Materials	1.50
la /	a) Resources & References	0.50
(3W	b) METS & RE responsibilities	0.50
BA	c) Documentation	0.50
12		
1/6	4) Progress Pay	10.00
100	a) Contract pay items	6.00
	b) Materials on hand	1.50
	c) Progress Pay	1.00
	d) Extra work bills	1.50
TA 08/21/19 4:11 pm	5) Administration Issues	1.50
4:11 /200	a) Communication Equipment	0.50
	b) Time log & other equipment reports	0.25
a company of the comp	c) Vehicle usage	0.75
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The same of the sa	6) Human Relations	3.00

я	a) Relationship with contractor	1.50
	b) Public & Media	0.50
	c) Outside agencies	0.50
Bral Willer	d) Ethics	0.25
Puli Shi	e) Workplace violence	0.25
Alberthal	7) Environmental	3.00
Lough Col	a) Water pollution	1.50
9	b) Environmental issues & procedures	0.75
	c) Archeological sites	0.75
	8) Safety	3.00
0 1.119	a) Roles & responsibilities	1.00
TA ospulla 4: Upm	b) Personal safety	0.50
(c) Project safety	0.50
VP	d) Public safety	0.25
of polite	e) Incident reporting	0.75
Mand Park	Total Construction Academy Hours	26.00



Union Proposal Bargaining Unit 11 Date August 7, 2019

Proposal No: 2

The Union proposes the following language:

11.50.11 Phlebotomy Differential (Unit 11)

Unit 11 employees who are in the classifications of Laboratory Assistant, Laboratory Assistant, Correctional Facility or Senior Laboratory Assistant, Senior Laboratory Assistant, Correctional Facility who are certified as Laboratory Technicians I or II Certified Phlebotomy Technician I or II, and whose Individual Duty Statement requires that they draw blood shall receive a differential of \$125 a month to be administered in accordance with the Stipulated Grievance Settlement Agreement, DPA No. 04-11-0007, between SEIU Local 1000 and the State of California, Department of Corrections and Rehabilitation.

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Page 1 of 1



Date	

Proposal No: 1

The Union proposes the following rollover language:

11.51.11 Special Duty Pay (Unit 11)

- A. Effective the first day of the pay period following ratification, employees in the Structural Steel Inspector (Non-Destructive Testing) (class code 3389) and Lead Structural Steel Inspector (class code 3380) classifications shall receive ten dollars (\$10) per hour while engaged in the activity requiring the fall protection harness.
- B. Employees shall earn, at a minimum, one (1) hour of special duty pay while engaged in an activity requiring the fall protection harness. After the first hour, special duty pay shall be earned in fifteen (15) minute intervals.

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C. This special duty pay shall not be used to compute the level of compensation upon retirement.

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Page 1 of 1

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Union Proposal

Bargaining Unit 14

Date July 30, 2019

Proposal No: 1

The Union proposes the following rollover language:

∮ ≲ছা∪ তিনে তিতে 11.51.14 Satellite Work Location Pay Differential (Unit 14)

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Employees in the classifications of DPO I/II who are permanent employees, are permanently assigned and have a time base of three-quarter (3/4) or more shall receive a prorated differential of one hundred fifty dollars (\$150) per month provided that all five (5) of the following criteria are met:

- The incumbent is permanently assigned to a satellite work location or works independently in a one (1) person shop, and his/her immediate supervisor does not provide technical guidance and support, and;
- The incumbent is the individual who is assigned to maintain the effective and efficient operation of the work location, and;

The operation of the work location
 ✓
 routinely entails customer contact and

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- frequent accommodation of unexpected changes in work priorities or workload increases, and;
- 4. The incumbents cannot refer to or consult with the immediate supervisor or other knowledgeable staff regarding dayto-day decisions regarding the operations of the work location on a timely and effective basis; and
- 5. Other staff at the location are not knowledgeable about the incumbent's assigned duties and responsibilities sufficient to contribute to the effective and efficient completion of the incumbent's assignment.

TA SELU Local 1000

Elward for Russell Johns



Union Proposal

Bargaining, Unit 14

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

11.52.14 M1000 Skill Pay Differential (Unit 14)

The State and the Union agree that employees assigned to operate the Harris M1000 at the OSP will receive a skill pay differential of ten percent (10%) for the Web Offset Press Operator (WOPO) III, Second Pressperson and twenty percent (20%) for the WOPO IV, Lead Pressperson.

- The rate of pay with differential shall be used to compute overtime compensation.
- 2. The rate of pay with differential shall be used to compute shift differential pay.

The rate of pay with differential shall be used to compute the level of

compensation upon retirement.

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Union Proposal

Bargaining Unit 14

Date 8-21-19

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Proposal No: 2

The Union proposes the following rollover language:

11.53.14 HP 10000 Skill Pay Differential (Unit 14)

Effective the first day of the pay period following ratification, DPO II's assigned as a lead - to operate the HP 10000 at OSP will receive a skill pay differential of three percent (3%).

 The rate of pay with differential shall be used to compute overtime compensation.

2. The rate of pay with differential shall be used to compute shift differential pay.

TA SEIU Local 1000

Russell Johning



Union Proposal

Bargaining Unit 14

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

11.55.14 Pay Differential – Sheetfed Offset Press Operator (SOPO) II (Unit 14)

A. The State and SEIU Local 1000 agree that incumbents in the SOPO II classification who are permanently assigned to operate envelope specialty presses more than fifty percent (50%) of their work time will receive a pay differential of two hundred fifty dollars (\$250) per month prorated according to time base.

B. The parties agree that it is their intent that persons receiving the SOPO II pay differential shall not experience a loss in compensation upon movement to another class in State service.

When determining the rate of pay for an employee that is receiving compensation under this pay differential, the employee shall move from their combined rate (base salary plus pay differential) not to exceed the maximum of the class, when computing the appointment rate upon movement to another classification.

Page 1 of 1

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Date			

Proposal No: 2

The Union proposes the following rollover language:

11.56.17 Registered Nurse Lead Differential (Unit 17)

A. Effective July 1, 1999, Registered Nurses (Range B or D), Registered Nurses (Correctional Facility)
(Range B or D), and Registered Nurses (Forensic Facility) (Range B or D), designated "shift leads" and whose primary, regularly assigned duties by the State are to direct the work of other nursing employees on a shift for a qualifying pay period shall receive a differential of one hundred fifty dollars (\$150) per month.

- B. This lead differential shall not be considered as compensation for purposes of retirement contributions.
- C. The State shall not rotate nurses in and out of lead assignments nor arbitrarily reassign nurses receiving this differential to avoid paying this differential.

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Page 1 of 1

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Date	

Proposal No: 2

The Union proposes the following rollover language:

11.57.17 Educational Differential (Unit 17)

A. Registered Nurses (Range B or D), Registered Nurses (Forensic Facility) (Range B or D), Registered Nurse (Correctional Facility) (Range B or D), Surgical Nurses I and II, and Health Services Specialists who successfully complete the equivalent of fifteen (15) qualifying semester units of collegiate level jobrelated courses in a college or university of recognized standing shall be given an educational differential of fifty dollars (\$50) per month. Only courses on the lists established by each department for implementing this provision will qualify toward this differential.

B. Upon request of the employee, each department employing RN's (Range B or D), RN's (Forensic Facility) (Range B or D), RN's (Correctional Facility) (Range B or D), Surgical Nurses I and II, and Health Services Specialists-shall make available to all

Page 1 of 2

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UNION MILL- current and new Unit 17 employees a copy of the lists of those courses which qualify for this differential.

- C. Only courses completed within the previous ten (10) years shall qualify towards educational differential.
- D. The education differential shall not be considered as "compensation" for purposes of retirement contributions.
- E. The State may add courses to the qualifying list at its discretion.
- F. See Appendix 1.17 for Departmental Application procedures and for approved courses. Within 120 days from ratification and upon the Union's request, each department shall meet with the union to review and discuss their applicable section(s) for required updates.



Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

11.58.17 Arduous Pay Differential (Unit 17)

At the discretion of the appointing authority, Bargaining Unit 17 employees who are in classifications exempt from the Fair Labor Standards Act (FLSA) (i.e., workweek group designation E or SE), shall be eligible to receive the "FLSA Exempt Employee Differential for Extremely Arduous Work and Emergencies" when performing arduous work that exceeds the normal demands of State service employment and upon meeting the criteria included in the differential (Appendix 2.17). The provisions of this section shall not be grievable or arbitrable.

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Date	
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Proposal No: 1

The Union proposes the following rollover language:

11.59.17 Health Facilities Evaluator Nurse LA County Travel Incentive – California Department of Public Health (Unit 17)

Health Facility Evaluator Nurses (HFEN) that report to work in Los Angeles County for eighty (80) hours or ten (10) days within a qualifying pay period will receive a one hundred sixty seven dollars (\$167) travel incentive per qualifying pay period. Less than full time employees shall receive the incentive on a prorated basis. This incentive shall not qualify for retirement purposes.

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Proposal No: 1

The Union proposes the following rollover language:

11.60.20 LVN Recruitment and Retention (Unit 20)

- A. Unit 20 LVNs not currently receiving a recruitment and retention differential, with exception of those Licensed Vocational Nurses who are affected by the Plata Equity Agreement reached with SEIU Local 1000, December 20, 2007 and those LVN classifications who are under the receiver's authority shall receive a recruitment and retention bonus of at least two hundred dollars (\$200) per month payable thirty (30) days following the ratification of this Agreement.
- B. Part-time and intermittent employees shall receive a pro rata share of the recruitment and retention differential based on the total number of hours worked excluding overtime.
- C. This differential shall be considered compensation for retirement purposes for employees identified in A above.

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Page 1 of 2

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It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such differentials, and the amount of such payments rests solely with the State and that such decision is not grievable or arbitrable.

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Page 2 of 2



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Union Proposal Bargaining Unit 20

Date	

Proposal No: 2

23 40 28 Aug 19 The Union proposes the following rollover language:

11.61.20 Split Shift Differential (Unit 20)

Department of Education Unit 20 employees who regularly work split shifts shall receive a split shift pay differential maximum of seventy dollars (\$70) per pay period.

- A. A "regularly scheduled split shift" are those regularly assigned work hours established by the Department of Education.
- B. Employees shall be eligible to receive the split shift pay differential for each pay period they have worked the split shift for more than five (5) days.

During the summer recess (i.e., after the schools have closed and employees are sent home), sick leave, vacation, CTO, and holidays shall not be considered as time worked for the purposes of receiving the split shift differential.

Page 1 of 1

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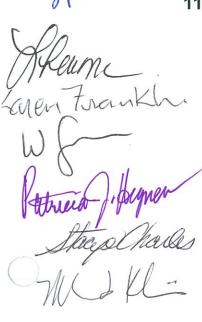
Date	

Proposal No: 1

The Union proposes the following language:

11.62.20 Dental Assistant Registration Differential (Unit 20)

- A. All Dental Assistants classifications, except
 CDCR Dental Assistant classifications, who have
 obtained their Registered Dental Assistant (RDA)
 certification from the State Department of
 Consumer Affairs (DCA) shall receive an
 additional one hundred dollars (\$100) per month
 upon submitting a copy of the certification to the
 department head or designee.
- B. All Dental Assistants classifications, except CDCR Dental Assistant classifications, who have obtained Coronal Polishing Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.
- C. All CDCR Dental Assistant classifications who have obtained Coronal Polishing Certification



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from the Department of Consumer Affairs and who have submitted a copy of their certification to the department head or designee shall receive an additional twenty-five dollars (\$25) for any month they are directed by a licensed dentist to perform coronal polishing on a patient.

- D. All Dental Assistants classifications, except

 CDCR Dental Assistant classifications, who have obtained Ultra Sonic Scaling Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.
- E. All CDCR Dental Assistant classifications who have obtained Ultrasonic Scaling eCertification from the Department of Consumer Affairs and who have submitted a copy of the certification to the department head or designee shall receive an additional twenty-five dollars (\$25) for any month they are directed by a licensed dentist to perform ultrasonic scaling on a patient.

Karen Fronkli Waren Fronkli Marken Heynen Stage Charles F. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

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Union Proposal

Bargaining Unit 20

Proposal No: 1

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The Union proposes the following rollover language:

11.63.20 Certified Nursing Assistant/EMT Pay Differential (Unit 20)

Upon CalHR approval, Certified Nursing Assistants with emergency medical technician (EMT) certification shall receive a pay differential of one hundred fifty dollars (\$150) per month.

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Union Proposal Bargaining Unit 21

Date			

Proposal No: 1

The Union proposes the following rollover language:

11.64.21 Professional Development (Unit 21)

The State recognizes the importance of continuing professional development within the education community.

- A. The State shall provide to all employees, two (2) days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.
- B. To encourage employees to enhance their education expertise, Unit 21 employees shall be granted a professional development incentive of three hundred

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dollars (\$300). Employees are entitled to receive this incentive only once, and shall be subject to the following criteria:

- Employees must have completed at least six
 (6) hours of education study and/or research in order to enhance their professional capabilities.
- Eligibility must be verified and approved by the employee's departmental ERO/LRO. Verification will be submitted on a form provided by the State.

Page 2 of 2

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Union Proposal

Bargaining Unit 21

Proposal No: 1

The Union proposes the following rollover language:

11.65.21 Arduous Pay Differential (Unit 21)

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWG E when there is no other way to recognize the performance of additional duties and responsibility which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property.)

Requests for arduous pay shall be made to CalHR on a caseby-case basis by the employing department. CalHR shall evaluate said requests based on whether they satisfy all of the following.

1. Nonnegotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or his/her supervisor, or must constitute an

extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for his/her work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

Work Exceeds Normal Work Hours and Normal Productivity

The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment. Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal work week, there is a

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3. Work is Unavoidable

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

4. Work involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

5. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

Department decisions not to submit arduous

Marian Arg Hair Charles Jacks pay requests to CalHR, and CalHR decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this Agreement.

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Union Proposal Bargaining Unit 4

Date

Proposal No: 1

The Union proposes the following language:

11.66.4 Department of Motor Vehicles (DMV) Call Center

Differential (Unit 4)

Effective the first pay period upon ratification, lin recognition of the increased complexity, level of

skill/knowledge required, changes in the technology, laws, and program requirements, the State agrees to the pay a one hundred <u>fifty</u> dollar (\$100150) differential per pay period

percent (50%) of their normal work duties in a call center.

to the following DMV employees who perform at least fifty

This call center differential will apply only to the three (3) official call centers located in Sacramento, Fresno, and Riverside.

Motor Vehicle Representative

Senior Motor Vehicle Technician

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Part-time and intermittent employees performing the duties described above shall receive the differential on a pro-rata basis.

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Union Proposal

Bargaining Unit 4

Date 7/30/19

Proposal No: 1

The Union proposes the following rollover language:

11.67.4 Department of Transportation (Caltrans) Toll Collectors' Night Shift (Unit 4)

Caltrans only: Toll Collectors' Night Shift Differential

Caltrans will pay a night shift differential to Toll Collectors whose regularly scheduled shifts include at least three

(3) hours on the night shifts as defined in section 11.8

(A) of the current Unit 4 MOU. In all other respects, the provisions in section 11.8 (A) and (B) will continue to

apply to Caltrans Toll Collectors.

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Page 1 of 1

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Union Proposal Bargaining Unit 20

Date	

Proposal No: 1

The Union proposes the following rollover language:

11.67.20 Alternate Range Criteria Counselor at State Special Schools (Unit 20)

The CDE will publish annually to the Counselors at the State Special Schools the alternate range criteria.

The department will meet and confer with the Union when the department wants to change the criteria.



Union Proposal Bargaining Unit 4

Date

Proposal No: 1

The Union proposes the following language:

11.68.4 Health Benefit Exchange Call Center Differential Low Honer

(Unit 4)

Effective the first pay period upon ratification May 1, 2013, the

State agrees to pay a one hundred fifty dollar (\$100150) per month pay differential to Program Technician employees of the Health Benefit Exchange who perform at least fifty percent (50%) of their normal duties responding to inquiries from the public and/or customer client contacts from an automated call distribution system in the call center. This differential is in recognition of the increased complexities and level of skills/knowledge required due to the implementation of this new call center. Less than full-time employees assigned to the above duties shall receive the differential on a pro rata basis, according to their reduced time base.



Union Proposal Master Table

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Proposal No: 1

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The Union proposes the following language:

11.X NEW Labor Code 1182.12 Impact/Rollup

Effective the first day of the pay period following ratification, but no sooner than July 31, 2020, (beginning of August 2020 pay period), the following classifications and alternate ranges shall be provided the following Special Salary Adjustments (SSAs).

Unit 4

1323 Legislative Clerk, range A – 5.04%

1323 Legislative Clerk, range B – 5.03%

1379 Office Assistant (Typing), range A – 3.38%

1379 Office Assistant (Typing), range B – 3.37%

1181 Word Processing Technician, range A – 4.52%

1181 Word Processing Technician, range B - 4.53%

1733 Account Clerk II - 5.92%

1432 Support Services Assistant (General), range A – 5.04%

1432 Support Services Assistant (General), range B – 5.04%

<u>1844 Service Assistant (DMV Operations) –</u> <u>4.52%</u>

6410 Benefit Program Specialist (CalPERS), range A – 4.52%

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Page 1 of 3

6410 Benefit Program Specialist (CalPERS), range B – 4.53%

6410 Benefit Program Specialist (CalPERS), range C – 4.52%

1898 Motor Vehicle Assistant, range A – 4.53%

1898 Motor Vehicle Assistant, range B – 4.53%

1973 Tax Technician I, Board of Equalization, range A – 4.52%

1973 Tax Technician I, Board of Equalization, range B, 4.53%

1974 Tax Technician II, Board of Equalization – 1.72%

6291 Personnel Selection Technician, range A – 4.52%

1635 Telephone Operator – 4.52%

<u>1779 Mailing Machines Operator I, range A – 4.52%</u>

<u>1779 Mailing Machines Operator I, range B –</u> 4.53%

1780 Mailing Machines Operator II – 2.37%

<u>1697 Interagency Messenger – 4.52%</u>

9587 Tax Program Technician I, Franchise Tax Board – 6.09%

9588 Tax Program Technician II, Franchise Tax Board – 2.43%

Unit 11

3906 Safety Engineering Technician, range A – 0.02%

3906 Safety Engineering Technician, range B – 0.01%

3906 Safety Engineering Technician, range C – 0.01%

3873 Air Resources Technician II - 7.21%

Unit 15

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A - 7.51%

F - 7.51%

1984 Lead Security Guard – 1.02% 2006 Custodian (Correctional Facility) – 5.04% 2005 Lead Custodian (Correctional Facility) 3.04% 2011 Custodian, range A - 5.04% 2011 Custodian, range F - 5.04% 2003 Lead Custodian - 3.04% 1956 Armory Custodian I – 3.04% 2043 Housekeeper, range A – 5.07% 2043 Housekeeper, range F – 5.07% 2193 Food Service Technician II, range A -7.51% 2193 Food Service Technician II, range F -7.51% 2194 Food Service Technician I, range A -5.14% 2194 Food Service Technician I, range F -5.14% 2198 Food Service Worker I (Safety) range A -5.14% 2198 Food Service Worker I (Safety) range F -5.14%

2199 Food Service Worker II/SF (Safety) range

2199 Food Service Worker II/SF (Safety) range

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Union Proposal

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Proposal No: 1

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The Union proposes the following language:

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11.XX Recruitment and Retention Pay Differential – Personnel Specialist Series, Pay Differential #211

Alameda County will be added to the existing pay differential #211.

The addition of Alameda County is effective August 26, 2019, for the Department of Industrial Relations and the first of the month following ratification for any other affected departments.

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Page 1 of 1

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Union Proposal Master Table

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Date SEIU Local 1000 **Proposal No: 1** The Union proposes the following new language: 11.XX Case Records Technician and Correctional Case Records Analyst: Recruitment and Retention Differential (Units 1 and Units 4) Effective the first day of the pay period following ratification, but no sooner than January 1, 2020, Case Records Technicians and Correctional Case Records Analysts who are performing duties outlined in the class specifications and were employed for the previous twelve (12) consecutive qualifying pay periods, shall be eligible for this recruitment and retention differential of two thousand and four hundred dollars (\$2,400). This recruitment and retention payment is payable within thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods. A. If an employee terminates, transfers out of an eligible class, or is discharged prior to completing the twelve (12) consecutive pay periods, there will be no pro rata payment for those months. (Remil)al

Page 1 of 2

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B. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention pay differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive pay periods.

C. If an employee is on an unpaid leave of absence or has a disqualifying pay period, only the time that qualifies before and after will count toward the qualifying time needed to satisfy the 12 consecutive pay period criteria.

D. This payment shall not be considered as "compensation" for purposes of retirement.

E. If either or both of these classifications are consolidated with other classifications, this pay differential will sunset upon the effective date of that classification consolidation.

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Union Proposal Master Table

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The Union proposes the following language:

11.XXXX Geographic Pay Differential

Effective the first day of the pay period following ratification, but no sooner than July 1, 2020, SEIU Local 1000 represented employees, whose worksite is located

Obispo counties, shall receive a differential of \$250 per of month. This differential shall not be considered as

in Orange, Santa Barbara, Santa Cruz, or San Luis

compensation for purposes of retirement contributions.

Employees on IDL shall continue this differential.

In the event a worksite is relocated from the counties listed above this differential shall cease at the end of the month the relocation occurs.

Page 1 of 1

8/28/2019 3:16 PM