



Side Letter of Agreement
Service Employees International Union, Local 1000
Union Proposal
Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, 21

Date: September 28, 2020

Proposal No: 3

The Union proposes the following:

This Agreement is a Side Letter to the current Memorandum of Understanding (MOU) effective January 2, 2020 through June 30, 2023 between Service Employees International Union, Local 1000 (Union) and the State of California (State).

The State and the Union recognize the importance of contact tracing, and the impact contact tracing assignments have on employees and their families. This Side Letter is intended to address and mitigate any adverse impact caused by these assignments.

With respect to contact tracing for all departments, the Union and the State do hereby agree as follows:

CONTACT TRACING ASSIGNMENTS

Duty Statements

CDPH shall provide a copy of all duty statements for the contact tracing program, including any updates, to SEIU Local 1000 within thirty (30) days of creation/update.

Return Rights to Original Assignment

Employees selected for contact tracing assignments shall be returned to their original assignment at the conclusion of their contact tracing assignment.

An employee may request to end their contact tracing assignment and return to their original assignment, however, the request will only be considered for the following reasons:

1. Medical needs/caregiver needs of the employee or employee's immediate family when an accommodation cannot be made on the contact tracing assignment;
2. To accommodate employees who have children distance learning; when an accommodation cannot be made on the contact tracing assignment; or
3. The contact tracing supervisor believes the contact tracing assignment is not a good fit and should end.

Requests made before being assigned to a local health agency shall be sent to the employee's originating department. Requests made after being assigned to a local health agency shall be sent to CDPH.

Requests shall receive a response within ten (10) working days, and if denied, shall be in writing stating the reason for the denial, and a copy sent to SEIU Local 1000. If the employee disagrees with the

decision for reasons 1 and 2 above, the employee may file a grievance as described in the Resolution Process below.

It shall not be a negative reflection for the employees who are returned to the original assignment.

Refresher Training

Upon request, and with contact tracing supervisor concurrence, an employee on a contact tracing assignment shall be allowed to retake any portion of training.

State Equipment

Upon request, the State shall provide equipment that is necessary for the contact tracing assignment.

While on contact tracing assignment, employees will be subject to their original department's policy regarding use of state equipment and CDPH's policy for contact tracing software programs.

Ergonomic Evaluations

Upon request, an employee selected for contact tracing shall be given an ergonomic evaluation of their designated work station.

Performance Appraisal

Upon request, an employee shall be given a performance appraisal by CDPH upon completion of their contact tracing assignment, regardless of the length of the contact tracing assignment.

Seniority

Employees on contact tracing assignments shall continue to accrue departmental seniority.

NO ADDITIONAL WORK FROM ORIGINATING DEPARTMENT

Notwithstanding minor and incidental communication, once assigned to a local health agency, employees shall not be responsible for any duties from their originating department.

COMPENSATION

No Loss of Compensation

Except for PLP 2020, no employee on contact tracing assignment shall suffer any financial loss due to their selection for contact tracing duties, including but not limited to, loss of any differential, bonus, incentive, or commission.

Out of Class Pay

The State agrees to out of class pay for all employees in classifications lower than Staff Services Analyst (SSA), starting from the time the employee is assigned to a local health agency to perform contact tracing duties. The compensation will be calculated pursuant to Section 14.2 (B)(3).

Any out of class assignment for contract tracing will not be limited by the 120 days as identified in Section 14.2 (B)(1).

Out of Class Experience Credit

The State agrees to out of class experience credit for all employees in classifications lower than SSA, starting from the time the employee is assigned to a local health agency to perform contact tracing duties. The experience credit will be at the level equivalent to SSA.

BILINGUAL PAY

Contract Tracing Assignment

Those employees assigned to CDPH's Contact Tracing program will be eligible for the monthly Bilingual Pay differential in accordance with the following criteria:

- CDPH identifies a need for bilingual skills.
- An employee self-certifies that they are proficient in conversational language.
- Upon CDPH approval, the bilingual skills can be utilized by the employee (without testing).
- CDPH will provide sufficient documentation to the original department of the employee to process the pay.
- If CDPH receives complaints about the proficiency of the bilingual skills being utilized, CDPH can determine if the employee continues in the bilingual role or tests the employee (through CDPH's regular bilingual testing process).
 - The employee will continue to receive the pay differential throughout the testing process if CDPH requires the use of the skill

- If employee does not pass the test, the bilingual pay will immediately cease.
- If CDPH no longer needs the bilingual skills, the employee will be provided a 14-calendar day notice that the bilingual skills will be discontinued with the beginning of the next pay period.
- For existing Contact Tracing employees as of the date of this agreement, this provision is retroactive to July 1, 2020. Employees who have been utilizing their bilingual skills, and CDPH has authorized the use of those skills, upon receipt of the self-certification, the employee will be approved for retroactive payment. CDPH will coordinate the bilingual approval and payment activity with the original department.
- Employees assigned contact tracing duties after this agreement shall be eligible for bilingual pay in accordance with the criteria above and retroactive pay may not exceed 30 calendar days from date of self-certification and management approval.

OUTSOURCING

Contact tracing assignments shall not be the sole reason for outsourcing of SEIU Local 1000 bargaining unit work.

RESOLUTION PROCESS

Any grievances concerning the terms of this Side Letter shall be initiated at the department level and addressed to the CDPH Labor Relations Office.

Upon request of either party, the Union and the State agree to meet within thirty (30) calendar days to resolve any additional issues arising out of the contact tracing program.

FOR THE STATE:

FOR THE UNION:

Kristine M. Rodrigues 9/30/2020

Yvonne R. Walker 29 Sep 2020

Kristine M. Rodrigues Date
Assistant Deputy Director
CalHR Labor Relations

Yvonne R. Walker Date
President
SEIU Local 1000

Kristanna Rivera 9/30/2020

Kristanna Rivera Date
Deputy Director
Human Resources Division
California Department of Public Health