

ARTICLE 5 – GENERAL PERVISIONS

1. No Strike

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

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

5.2 No Lockout

No lockout of employees shall be instituted by the State during the term of this Contract.

5.3 Individual Agreements Prohibited

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

5.4 Savings Clause

Should any provision(s) of this Contract be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practicable to renegotiate the invalidated provision(s).

5.5 Reprisals

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

5.6 Supersession

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

Government Code Sections

1. General

- 19824 Establishes monthly pay periods.
- 19838 Provides for methods of collecting overpayments and correcting payroll errors to employees.
- 19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.
- 19888 Specifies that service during an emergency is to be credited for vacation, sick leave and Merit Salary Adjustments (MSA).

2. Step Increases

- 19829 Requires California Department of Human Resource (CalHR) to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual MSAs for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specified instances.
- 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)

3. Holidays

- 19853 Establishes Holidays.
- 19854 Establishes Personal Holiday.

4. Vacation

- 19856 Requires CalHR to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19856.1 Allows CalHR to establish rules for vacation accrual for absences of ten days or less.

- 19858.1 Establishes vacation earning rate.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

5. Sick Leave

- 19859 Defines amount earned and methods of accrual for full-time and part-time employees.
- 19861 Allows CalHR to establish rules for sick leave accrual for absences of ten days or less.
- 19862 Allows for accumulation of sick leave.
- 19863 Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.
- 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
- 19864 Allows CalHR to provide by rule for sick leave without pay for employees who have used up the employee's sick leave with pay.
- 19866 Allows rules to allow sick leave accumulation for non-civil service employees.
- 19991.4 Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Uniforms, Work Clothes, and Safety Equipment

- 19850 Definitions.
- 19850.3 CalHR to determine need for uniform replacement.
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.

7. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay".
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.

19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.

19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.

19876 Payments contingent on medical certification and vocational rehabilitation.

19877 Authorizes CalHR to adopt rules governing IDL.

19877.1 Sets effective date.

8. **Non-Industrial Disability Insurance (NDI)**

19878 Definitions.

19879 Sets the amount of benefits and duration of payment.

19880 Sets standards and procedures.

19880.1 Allows employee option to exhaust vacation prior to NDI.

19881 Bans NDI coverage if employee is receiving unemployment compensation.

19882 Bans NDI coverage if employee is receiving other case payment benefits.

19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.

19884 Filing procedure; determination and payment of benefits.

19885 Authorizes CalHR to establish rules governing NDI.

9. **Life Insurance**

21600 Establishes group term life insurance benefits.

21604 Provides for Death Benefit from California Public Employees' Retirement System (CalPERS).

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

10. **Health Insurance**

22808 Provides for continuation of health plan coverage during leave of absence without pay.

22870 Provides for employee and employer contribution.

22871 Sets employer contribution.

22871.3 Sets employer contribution.

11. **Work Week**

19843 Establishes Work Week Groups.

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

12. **Overtime**

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

19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.

19849 Requires CalHR to adopt rules governing overtime and the appointing power to administer and enforce them.

19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

13. **Deferred Compensation**

19993 Allows employees to deduct a portion of the employee's salary to participate in a tax-advantaged retirement savings plan.

14. **Relocation Expenses**

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

15. **Travel Expenses**

19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822 Provides reimbursement to State for housing, maintenance, and other services provided to employees.

16. **Leaves of Absence**

19991 Allows release time for civil service examinations.

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

19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.

19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.

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

17. **Performance Reports**

19992 Allows the establishment of performance standards.

19992.1 Requires performance reports to be accurate.

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

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

18. **Involuntary Transfers**

19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.

19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which requires a change in residence.

19. **Demotion and Layoff**

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

19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.

19997.8 Allows demotion in lieu of layoff.

19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11 Establishes reemployment lists for laid-off or demoted employees.

19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.

19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.

19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

19998.1 State restriction on appointments.

20. **Incompatible Activities**

19990 Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to employees' duties; provides for identification of and prohibits such activities.

21. **Training**

19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological, or management-initiated changes.

19995.3 Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

5.7 Non-Discrimination

- A. No State employee shall be discriminated against or harassed in State employment consistent with applicable State and Federal Employment Laws.
- B. At the employee's discretion, allegations of discrimination or harassment based upon disability and/or medical condition, or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, and/or may be pursued with the State Personnel Board (SPB) through the complaint procedure specified by the SPB, and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC).
- C. At the employee's discretion, other allegations of discrimination or harassment may be subject to the grievance procedure up to the third level, and/or may be pursued with the DFEH, and/or the Federal EEOC.
- D. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- E. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of the employee's rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure.

5.8 Sexual Harassment

- A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.
- B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, and/or may be appealed to the California Civil Rights Department (CRD), and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of the employee's rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedures in Article 6.

5.9 INTENTIONALLY EXCLUDED

5.10 Labor Management Committees

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

1. Workload.
2. Productivity.
3. Making the worksite more efficient and effective.
4. Improving the quality of service.

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

1. The JLMC will consist of equal reasonable number of management representatives selected by the department head or designee and Union representatives selected by the Union.
2. JLMC recommendations, if any, will be advisory in nature.
3. JLMC meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure or professional practice groups.
4. Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the committee.
5. Dates and times of meetings and agendas of the JLMC's shall be mutually determined by the members of the JLMC.

5.15.4 Department of Motor Vehicles (DMV) Joint Labor Management Committee (Unit 4)

The State and the Union agree to create a Joint Labor Management Committee (JLMC) for Bargaining Unit 4. The JLMC agrees to meet at least quarterly to address statewide workplace issues pursuant to Article 5, section 5.10, Labor Management Committee.

5.11 Dignity Clause

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

5.12 Upward Mobility Program

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

5.13.1 Correctional Case Records Analyst Workload Committee (Unit 1)

The State and the Union agree to continue the Joint Labor Management Committee (JLMC) to review the Correctional Case Records Analyst workload, mandatory overtime and training. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the JLMC shall be one (1) individual selected by the Union and one (1) individual selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation.

The JLMC shall meet at a minimum of at least once per quarter. The JLMC by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

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

- A. Workload;
- B. Alternatives to mandatory overtime;
- C. Training.

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

5.13.4 Upward Mobility Task Force (Unit 4)

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

- Promoting Upward Mobility awareness
- Application and approval process
- Accurate tracking and reporting of Upward

Mobility metrics

- Achieving compliance with GC 19400 – 19406 and CCR 599.981 – 599.986

The Union and the State shall each be entitled to select a maximum of five (5) representatives. The Union and the State shall select its own corresponding representatives. The Co-Chairs of the Task Force shall be one (1) Task Force member selected by the Union and one (1) Task Force member selected by the State. The Co-Chairs shall meet to select at least two (2) but no more than four (4) departments and determine a meeting date. California Department of Human Resources (CalHR) agrees to facilitate departmental participation. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Task Force members and employee subject matter experts shall serve without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting. The Task Force shall meet biannually or more often as agreed to by the Co-Chairs.

The Co-Chairs shall finalize an agenda at least five (5) days in advance of the meeting.

5.13.14 INTENTIONALLY EXCLUDED

5.14.1 Guide, Historical Monument Joint Labor Management Committee (JLMC) – California Department of Parks and Recreation (Unit 1)

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

B. The JLMC shall meet up to twice per year. The State and Union shall each be entitled to select a maximum of five (5) representatives. The Department and Union shall each select its own representatives. The Co-Chairs of the JLMC shall be one (1) individual selected by

the Union and one (1) individual selected by the Department. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussion. JLMC members and employee subject matter experts shall serve without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

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

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

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

5.14.14 BU 14 Upward Mobility Joint Labor Management Committee (Unit 14)

- A. Within sixty (60) days of contract ratification the State and the Union agree to continue the Joint Labor Management Committee (JLMC) on Upward Mobility to assist departments in complying with the department's upward mobility requirements.
- B. The BU 14 JLMC on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by CalHR and four (4) Union members selected by the Union. The JLMC shall be co-chaired by one of the Union's representatives, along with a co-chair representing the State.
- C. At the request of the Union, the JLMC will meet quarterly. Members of the committee will be granted state release time for all committee meetings.

- D. The JLMC will develop a handbook identifying outside funding sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility. The JLMC may include internal state sources for career training opportunities.
- E. Each department shall establish and maintain an upward mobility program consistent with SPB regulations. At the request of the Union, the department shall meet to discuss the department's upward mobility program. Recommendations for adding to or deleting from the upward mobility program shall be considered by the department. Any change shall be consistent with the SPB regulations.

5.15.1 Joint Labor Management Committee – Employment Development Department (EDD) Workforce Services Branch (WSB) Job Service Field Division (JS) and Unemployment Insurance Branch (UIB) Employment Program Representatives (EPR) and Disability Insurance Branch (DIB) Disability Insurance Program Representatives (DIPR) (Unit 1)

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

The JLMC shall meet at a minimum of at least once per quarter. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The State and Union shall each select its own representatives. No more than two (2) Union representatives shall be from the same branch. The Co-Chairs of the JLMC shall be one (1) individual selected by the Union and one (1) individual selected by the EDD. The State agrees that the Union representatives who are EDD employees will serve and participate on the JLMC without loss of compensation.

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

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

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

5.15.3 INTENTIONALLY EXCLUDED

5.15.11 Joint Labor Management Committee (JLMC) (Unit 11)

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

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

The JLMC shall meet at a minimum of at least once per quarter, and shall meet for a sufficient amount of time to properly address the issues. The State and the Union shall each be entitled to select a maximum of six (6) representatives. The State and Union shall each select its own representatives. No more than two (2) Union representatives shall be from the same department. The Co-Chairs of the JLMC shall be one individual selected by the Union and a CalHR representative. The Co-Chairs shall agree on an agenda fourteen (14) calendar days in advance of the meeting. The JLMC shall by mutual agreement determine the meeting schedule and the ground rules. Once an issue has been discussed it shall not be the topic of a subsequent meeting except with mutual concurrence.

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

5.16.1 Disability Determination Services Division (DDSD) Joint Labor Management Committee (Unit 1)

The State and the Union agree to continue a Joint Labor Management Committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by Disability Evaluation Analysts (DEAs) who work in the Disability Determination Services Division (DDSD) of the California Department of Social Services (CDSS).

The State and the Union shall each be entitled to select a maximum of four (4) representatives. The Co-Chairs of the JLMC shall be one (1) committee member selected by the Union and one (1) committee member selected by the State. The State and the Union shall select its own representatives.

Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation.

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

The JLMC shall discuss specific and ongoing issues such as:

- A. Workload
- B. Overtime
- C. Training, career advancement and upward mobility
- D. Improving the quality of service
- E. Productivity

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

5.16.4 Disability Determination Services Division (DDSD) Joint Labor Management Committee (Unit 4)

A. Joint Labor Management Committee

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

The State and the Union shall each be entitled to select a maximum of four (4) representatives. The Co-Chairs of the JLMC shall be one (1) committee member selected by the Union and one (1) committee member selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation.

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

The JLMC shall discuss specific and ongoing issues such as:

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

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

5.16.15 Custodian Joint Labor Management Committee (Unit 15)

The State agrees to establish a Joint Labor Management Committee (JLMC) to discuss issues of mutual concern in a problem solving context regarding work performed by the Custodians who work in the Department of General Services (DGS), the California Department of Veterans Affairs (CalVet), the Department of State Hospitals (DSH), the California Highway Patrol (CHP), the Employment Development Department (EDD), the California State Lottery (CSL), the California Department of Education (CDE), the Department of Developmental Services (DDS), the California Department of Motor Vehicles (DMV), the California Department of Corrections and Rehabilitation (CDCR), the California Correctional Health Care Services (CCHCS), and the California Prison Industry Authority (CalPIA). Topics include but shall not be limited to duties performed, equipment operated, cleaning methods utilized, and individual custodial cleaning requirements unique to individual worksites. No less than thirty (30) calendar days prior to meeting, the Union shall notify the State of the departments that will attend the JLMC. Upon the Union's request, CalHR shall assist with notifying the departments of the meeting date(s), start time, and meeting locations. The Union shall provide the State with an agenda of the meeting no less than five (5) days prior to meeting and each party attending the committee may have up to five (5) representatives. The JLMC shall meet at least quarterly. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a reasonable amount of State paid release time. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

5.17.1 Recruitment and Retention Committee (Unit 1)

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

The Committee shall consist of ten (10) members: five (5) selected by the State and five (5) selected by the Union.

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

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

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

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

5.17.17 Classification Recruitment and Retention Committee (Unit 17)

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

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

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

The Committee shall review no more than six (6) classifications annually.

The review shall include a comparison of compensation (e.g. salary, other pay items, compensated leave, and education) as well as vacancy rates (both historical and current).

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

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

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

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

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

The JLMC shall be comprised of four (4) Union representatives and four (4) management representatives. Union representatives shall serve without loss of compensation.

5.18.15 Food Service Workers Joint Labor Management Committees (Unit 15)

A. The State agrees to establish a Joint Labor Management Committees (JLMC) with the departments in sub-sections B and C of this section, to discuss issues of mutual concern in a problem solving context regarding work performed by the food service workers. Topics include but shall not be limited to recruitment and retention, duties performed, equipment operated, and individual food service worker requirements unique to individual worksites. No less than thirty (30) calendar days prior to meeting, the Union shall notify the State of the departments that will attend the JLMC. Upon the Union's request, CalHR shall assist with notifying the departments of the meeting date(s), start time, and meeting location. The Union shall provide the State with an agenda of the meeting no less than five (5) days prior to meeting and each party attending the JLMC may have up to six (6) representatives. The JLMC shall meet at least quarterly. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a reasonable amount of State paid release time. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

B. Department of State Hospitals (DSH), the Department of Developmental Services (DDS), the California Department of Veterans Affairs (CalVet), the California Highway Patrol (CHP), the California Conservation Corps (CCC), and the California Department of Education (CDE) will have a separate JLMC to discuss topics in section A.

C. California Department of Corrections and Rehabilitation (CDCR) and California Correctional Health Care Services (CCHCS) will have a separate JLMC to discuss topics in section A.

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

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

5.19.3 Bargaining Unit 3 Classification and Compensation Committee (Unit 3)

The purpose of the committee shall be for SEIU Local 1000, Bargaining Unit 3 (BU3) and the State to discuss topics related to compensation,

classification, credentialing and related issues as they affect the recruitment and retention of highly skilled educators in State service. The committee shall include three (3) standing members named by the Union and at least one (1) representative each for CalHR, CDCR and CDE. By mutual agreement, additional representatives selected by the Union and by CalHR will join the committee on behalf of rank and file and management in the following departments and divisions: CDCR/OCE, CDCR/DJJ-ESB, CDE, DDS, DSH, and DOR. Expert witnesses may also be invited by the committee.

The committee shall be co-chaired by one (1) individual selected by the Union and one (1) individual selected by CalHR. The Union and CalHR will agree on the agenda for each meeting at least fourteen (14) days in advance. The State shall send representatives with expertise relevant to the subjects on the agenda for each meeting. The committee shall, by mutual agreement, determine the meeting schedule and ground rules. The committee shall meet at least once every three (3) months, and shall convene its first meeting no later than ninety (90) days after ratification of the Memorandum of Understanding (MOU).

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

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

1. Cross-training and career mobility for credentialed educators
2. Applicability and standardization of the academic compensation model to all BU3 classifications, including librarians
3. Standardization of CDCR teacher salary schedules
4. Differentials and stipends
5. Succession planning

5.20.1 Information Technology Joint Apprenticeship Committee

The Information Technology Joint Apprenticeship Committee (IT JAC) will replace the Joint Labor Management IT Training Committee.

The IT JAC will consist of eight (8) members: four (4) management members selected by the State and four (4) Union members selected by

the Union. Dates and times of meetings and agendas shall be mutually determined by the members of the committee. The purpose of the IT JAC is to provide training programs for IT classifications, (e.g., entry-level, career development and project management). Training will encompass both internal/external department-specific and outside vendor sources.

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

The IT JAC will meet at least every two (2) months. Members of the IT JAC will be granted state release time for all committee meetings.

5.21.1 IT Reclassification Committee (Unit 1)

Negotiations between the parties will continue under the provisions of section 14.1.