



Union Proposal

Master Table

Date 8/28/19

836, 8/28/19
IA
Kustro
Rodrigo

Proposal No: 3

The Union proposes the following language:

TA SEIU Local 1000
1308 28 Aug 19
Luz Wacker
Soo
TRIM
Miguel Corbin
Robert Jago
Mano
Helen Joffis
Kuisa Aluma
Brad Willis
K. Cant
Becky Pierman

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 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. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position.

Quint W
Guy Bonfatti
Lisa Monica
Lina
Gloria
Nadia
Domena Nadesky
Susan Dang
Kiy Adams
Judy
Hazel
Hilda
Mame Pilito
4
Mick
Buck
Alpina
Hanna
J
Patricia

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

- 5. 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:

- 1. Effective the first pay period following ratification, An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of one two hundred dollars (\$1200) per 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.

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

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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:

- ~~1. Information about the State Bilingual Certification Program and its effectiveness;~~
- ~~2. Workload associated with verbal vs written translations;~~
- ~~3. Impact upon employees who perform bilingual services vs. those who do not;~~
- ~~4. Use of tactile interpretation and the impact to employees.~~

W. Waack

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TRM

Miguel Arce
Robert Vega

M. Stut

Heather Jeffis

A. R. R. R.

Bud Miller

A. Cant

Broder Pemas

Handwritten signature

Vertical list of handwritten initials and marks on the right margin, including 'BLW', 'OH', 'SO', '5', 'M', 'MP', 'NR', and other illegible marks.