



Union Proposal

Master Table

Date 8-14-19

TA
14 Aug 19 1412

Proposal No: 1

The Union proposes the following rollover language:

19.1 Hours of Work (Excludes Units 3, 17, and 21)

A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.

B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.

C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.

D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required

8-14-19
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Brad [unclear]
Robert [unclear]
M. [unclear]
A. [unclear]
B. [unclear]

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S. [unclear]
H. [unclear]
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D. [unclear]
J. [unclear]
Susan [unclear]
M. [unclear]
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if:

1. The change is due to an unforeseen operational need; or
2. The change is made at the request of the employee.

E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.

F. Workweek group policy for Fair Labor Standards Act (FLSA) - Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees

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exempt/excluded from the FLSA:

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1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA - exempt/excluded employees may be

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required to work specific hours to provide services when deemed necessary by management;

5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted;

6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;

7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive workload or other special circumstances without charging leave credits;

8. Subject to prior notification and

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Karen Pflers

Brodwin

Robert

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management concurrence, FLSA - exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

Stalk

[A vertical list of handwritten initials and signatures in various colors, including blue, black, and pink.]



Union Proposal
Bargaining Unit 3
Date 8-7-19

DA @ 11:18 pm

Proposal No: 1

The Union proposes the following language:

19.1.3 Hours of Work (Unit 3)

8/7/19
Suzanne Krapf
M. Bar
C. Thom
Chris Hubbell

STATE
Z. J. Gue
Jennifer Winkler
Debra...
Lynn...
Ben...

- A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.
- B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.
- C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.
- D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:

1. The change is due to an unforeseen operational need; or
2. The change is made at the request of the employee.

E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.

F. Workweek group policy for Fair Labor Standards Act (FLSA) - Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt/excluded from the FLSA:

1. Management determines, consistent with the

SATE
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[Handwritten initials and signatures in blue ink, including "JA", "JR", "KB", "JD", "CH", and "TH"]

DATE

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Joe Gore

Charles

Winstep

Ally

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Emily

in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted.

For Unit 3 employees: partial day absences for medical appointments should be scheduled during non-student contact time unless otherwise authorized by management;

- 6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
- 7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;
- 8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees

[Handwritten initials/signatures: TIA, SP, MS, [circled], CH, [initials], [signature]]

STATE

[Handwritten signatures in blue ink]
 Z. Ague
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 Jennifer
 W. Bishop
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may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

[Handwritten signatures in black ink]
 TRW
 Suzanne
 M. Dan
 Mary
 C. Thea
 J. H.
 [Signature]



Union Proposal
Bargaining Unit 17
Date 8/6/2019

Proposal No: 1

Tx @ 2024
Union
K. Cant
W. M. H. H.
D. A. Steadman
Tracy J. ...
M. K. ...

The Union proposes the following rollover language:

19.1.17 Hours of Work (Unit 17)

The regular work week of full-time Unit 17 employees shall be forty (40) hours and eight (8) hours per day. Work weeks and work days of a different number of hours may be scheduled by the State in order to meet the varying needs of the State.

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Union Proposal

Bargaining Unit 21

Date 7/30/19

Proposal No: 1

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4:08 PM

7/30/19

The Union proposes the following rollover language:

19.1.21 Hours of Work (Unit 21)

A. Employees in Work Week Group (WWG) 2 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:

1. Cash compensation shall be at one and one-half (1½) times the hourly rate.
2. Compensating time off shall be authorized at one and one-half (1½) hours for each overtime hour worked.
3. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least one-quarter (¼) hour at any one time. Overtime will be credited on a one-quarter (¼) hour basis with a full quarter of an hour credit granted if half or more of the

Miguel Carlos
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Kelly Duboss
Guy Burghgrat

period is worked. Smaller fractional units will not be accumulated.

B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.

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C. Notwithstanding any other provision of the MOU, for the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, compensated time off, or any other leave shall not be considered as time worked by the employee for the purpose of computing cash or compensating time off for overtime.

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Annette Kahn
Kelly Dalross

D. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it

meets the definitions and requirements of travel time in sections 785.41 of Title 29 of the Code of Federal Regulations.

E. No employee in a classification assigned to WWG E shall have his/her salary reduced (docked) for absences of less than an entire day.

Miguel Cochran
~~XXXXXX~~
Steve Winfield

State

Marian Jony Hui
Annexed Kuhn
Kelly DeBross



Union Proposal
Master Table

Date 8/20/19

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Proposal No: 2

The Union proposes the following rollover language:

19.2 Overtime (Excludes Units 17 and 21)

A. Overtime is earned at the rate of one and one-half (1½) times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:

1. Ordered overtime of at least fifteen (15) minutes at any one time;
2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.

B. For the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave or compensating time off, or any other leave not listed below shall not be considered as time worked by the employee for the purpose of computing cash or

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compensating time off for overtime. Time spent on jury leave, military leave or subpoenaed witness leave under the provisions in paragraph E below, shall be included for the purpose of computing cash or compensating time off for overtime.

State

C. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the DIR determines that this provision is inconsistent with Labor Code section 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.

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D. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable

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overtime worked by its employees.

E. Before an employee is required to work mandatory overtime, management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not be limited to: Permanent Intermittent employees, Retired Annuitants and volunteers. In addition management will make every effort to schedule overtime first for those employees who have not taken leave during the week and such employees may be mandated overtime only as a last resort.

As a last resort and in order to meet required staffing needs, if an employee in Bargaining Units 4, 11, 14, 15 or 20 is mandated to work overtime in the same week in which they use approved leave then that approved leave will be considered hours worked for purposes of calculating overtime. Sick leave is excluded from this provision.

F. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee. CTO may be

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taken only in units of time of fifteen (15) minutes or multiples thereof.

G. CTO for employees shall be earned on a time one and one-half (1½) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.

H. Employees may accrue up to two hundred forty (240) hours of CTO. All hours in excess of two hundred forty (240) CTO hours shall be compensated in cash.

I. Normally, an employee who has an accumulation of two hundred forty (240) hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.

J. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the

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Code of Federal Regulations, except as provided in 1, 2 and 3 below.

1. Effective January 31, 2002, all time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the FLSA. For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.

2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of their normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for

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calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on state business. This paragraph does not apply to employees who voluntarily choose to travel outside their normal work hours.

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3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in J(2) above.

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Robert Vega
James Zuer
Bill
Geran Puffis
Brodwell
Suelee Pierre



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.2.17 Overtime (Unit 17)

- A. Overtime is defined as any authorized time worked in excess of forty (40) hours per week.
- B. For the purpose of computing the number of hours worked, time when an employee is excused from work because of holidays, sick leave, vacation, annual leave, compensating time off, or any other leave not listed below shall not be considered as time worked by the employee for the purpose of computing cash or compensating time off for overtime. Time spent on jury leave, military leave, subpoenaed witness leave, or under the provisions listed in paragraph J below shall be included for the purpose of computing cash or compensating time off for overtime.
- C. Payment for authorized overtime may be by cash payment or compensating time off (CTO), at the discretion of the State.

*TA @ 2024
 Union
 K. Cant
 B. M. M.
 Dan Steadman
 Tony Zedman
 M. K.*

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D. Rate of payment for authorized overtime, whether cash or CTO, shall be at one and one-half (1-1/2) times the regular rate of pay for each hour of overtime worked, or fraction thereof rounded in accordance with the workweek group.

E. If the State does not schedule CTO within one year from the date the overtime was earned, the State must provide cash payment for the overtime or may, at the request of the employee, extend the time the employee can take CTO. For the purposes of this contract section, authorized overtime is defined as overtime pre-approved by a designated supervisor. When an employee attempts to reach the designated supervisor for approval no later than thirty (30) minutes before the end of his/her shift, in order to request approval for overtime to complete mandated duties, failure of the supervisor to respond to the request or contact within thirty (30) minutes shall be construed as approved overtime authorization. Attempts for authorization must be supported by documentation as determined by departmental

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policy.

- F. A Unit 17 employee may initiate a request for scheduling CTO which will not be denied without a work-related reason.
- G. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different from employees in the same or similar situations.
- H. Employees in classes assigned to WWG 2 shall be compensated for ordered overtime of at least fifteen (15) minutes at any one time. Overtime will be credited on a one-quarter (1/4) hour basis with a full quarter of an hour credit granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- I. In the DSH and DDS an employee shall have the choice of cash or CTO for overtime hours worked. Management shall have the option each fiscal year to compensate employees up to forty (40) hours with CTO. Prior to working overtime, the employee or the employer shall be notified if the

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overtime is to be paid in CTO. Employees may accrue up to one hundred (100) hours of compensating time off. All hours in excess of the one hundred (100) hour CTO maximum shall be compensated in cash. If cash compensation is paid to an employee for accrued CTO, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Employees shall have the right to hold up to forty (40) hours of accrued CTO exempt from mandatory buyout.

J. Effective the pay period following ratification before an employee is required to work mandatory overtime, management will make every effort to schedule appropriate available employees prior to mandating overtime. This shall include, but not be limited to: Permanent Intermittent employees, Retired Annuitants and volunteers. As a last resort, to meet required staffing needs, when an employee is mandated to work overtime during a week with approved leave, other than sick leave, they will earn premium (1 1/2 time) overtime compensation for hours worked over forty (40) combined leave use,

State



other than sick leave, and hours worked in that week.

TA @2024
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B. Mukshi
D. Steadman
Tony J. ...
M. K.

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H. ...
S. ...
A. ...
C. ...



Union Proposal

Master Table

Date 8-14-19

Proposal No: 1

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8-14-19

State

The Union proposes the following rollover language:

19.3 Rest Periods (Excludes Units 14, 15, 17 and 21)

A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.

B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request the State shall consider permitting other employees

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Brad Wilkins
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Dana Hadesy
M
Dina Drow
May Hatt

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the additional rest periods.

C. Rest periods may not be accumulated nor may they be used to "make-up" time.

W. Wacker

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TRIM

Karen Jeffis

Bruce Allen

Alanna

Spencer

Stak

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Union Proposal

Bargaining Unit 4

Date 8/6/19
10:07

Proposal No: 1

The Union proposes the following language:

~~19.3.4 Rest Periods (Unit 4)~~

~~A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.~~

~~B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees~~

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Stacy Williams
B...
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10:07
C. Baldwin
[Signature]

the additional rest periods.

C. Rest periods may not be accumulated nor may they be used to "make-up" time.

Karen Jeffers
Michelle
Cheryl Allen
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JE Alcaray
Sung Hye
Ardea Legree
[Signature]

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8/6/19 10:07
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Kendy
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Union Proposal

Bargaining Unit 14

Date 7/30/19
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

19.3.14 Rest Periods (Unit 14)

TA SEIU Local 1000
RV
ESP
RF

A. Every employee will be granted a rest period not to exceed fifteen (15) minutes during each four (4) hours or major fraction thereof of a work shift unless there is an emergency or other circumstance to preclude it. The rest period shall not exceed thirty (30) minutes total for any day. Rest periods shall be considered hours worked. Rest periods not taken shall not be accumulated or used for overtime purposes. The State shall determine the time when the rest period is to be taken. A rest period normally will not be granted during the first or last period of the work shift.

TA
7/30/19
@ 2:50

B. Notwithstanding section A above, Unit 14 employees who choose and have management approval to work a straight eight (8) hour shift, may be granted one thirty (30) minute break in lieu of the two (2) breaks described in section A.

Stacey [unclear]
Cely [unclear]
[unclear]
[unclear]
A. Baldwin [unclear]

C. An additional five (5) minute break per continuous hour of work on a computer shall be granted.

TA SEIU Local 1000

Robert Jega
Edward Lopez
Russell Johnson

TA 713019 @ 2:50
SM
AA
Brew
ad



Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45 AM

Proposal No: 1

The Union proposes the following rollover language:

19.3.15 Rest Periods (Unit 15)

A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.

B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.

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@ 11:45 AM
Stacy March
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MO

C. Rest periods may not be accumulated nor may they be used to "make-up" time.

D. If a Unit 15 employee in the CDCR who has a custody control assignment is unable to take his/her individual rest period due to workload and/or lack of coverage and the supervisor provides for coverage, the supervisor will allow the employee to combine the daily rest periods into one rest period, not to exceed a total of thirty (30) minutes.

~~Man State~~
James
represent
Hua Bao
KUS
2/11/19

TA 8/2/19
@ 11:45 AM

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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.3.17 Rest Periods (Unit 17)

*TA @ 2025
Union
K. Cavanagh
Vanessa S. [Signature]
B. Muthini
Tony Zuck
M. K. [Signature]
D. Steedman*

A. One (1) rest period of fifteen (15) minutes shall be scheduled by the supervisor during each four (4) hour segment worked by the employee. Employees shall be permitted to take breaks except when required to meet an unforeseen business necessity.

B. A rest period shall not be granted during the first or last hour of the work shift. Rest periods may not be accumulated, nor may they be used for overtime purposes.

*Rule 19.3.17
935-819 format
More C. under B.*

C. With the approval of his/her supervisor, the employee may take the break away from the employee's work area provided the employee is back in the work assignment at the end of the rest period.

*Stak
[Signature]
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Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1500
7/29/19
@ 1504

The Union proposes the following rollover language:

19.3.20 Rest Periods (Unit 20)

A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.

B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's

[Handwritten signatures in black ink: Karyn Franklin, WJ, Patricia Johnson, Steve Phalen, M J V...]

[Handwritten signatures in blue ink: State, Hilda Severi, J. Smith, Annette Kahn, and others]

request, the State shall consider permitting other employees the additional rest periods.

C. Rest periods may not be accumulated nor may they be used to "make-up" time.

TA
SEIU 1000
7/29/18
@1504

Karen Franklin

Wf

Patricia G. Stepan

Steph Charles

M J

State

Held Herrera

Janet Smith

Annika Kany

JJ

OS

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Union Proposal

Master Table

Date _____

8/14/19 2:14 pm

Proposal No: 1

The Union proposes the following rollover language:

19.4 Meal Periods (Excludes Units 17 and 21)

A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.

B. When employees assigned to a straight eight (8) or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.

C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall

TA State
[Handwritten signatures and initials on the right side of the page]

14 Aug 19 1414
Wally Walker

Wally Walker
Kerem Jeffis
Brad Walker
Rohit Kumar
Mastan

Shawn
Bren



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.4.17 Meal Periods (Unit 17)

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees will be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be determined by the State.
- B. Meal periods shall not be counted as part of total hours worked except for those employees who are required by the State to perform assigned duties or remain at their work station during meal periods. When employees are required to work through their meal period, the State shall either adjust the employee's workweek schedule or credit the employee for the time worked.

TA @ 2025
Union

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State
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Union Proposal

Master Table

Date 8-14-19

Proposal No: 1

The Union proposes the following rollover language:

19.5 Set Up/Shut Down Time

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

TA
14 AUG 19 1648

WJ WALKER

800

TRIM

Alcavon

Manuel Cook

Luis Reyna

Manuel

Bud Willes

Robert

Karen Puffin

Brooke Pinner

TA

8-14-19
4:48 pm
Stok

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S.S.

Stok

Joseph Livanch
Susan Dawey

[Signature]

W. Key

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Donna Hadesky

Mary York

[Signature]

Name Photo

5/6/2019 11:59 AM

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07/29/19
02:10 pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.6.11 Seasonal Employee Work Schedules (Unit 11)

Management will endeavor to provide notice of future work schedule changes to seasonal employees before the end of their work shift and in no event less than four (4) hours prior to the beginning of the next scheduled work shift. If management fails to provide a seasonal employee notice that there is a lack of work for the next scheduled work shift, management will either provide four (4) hours of work or four (4) hours of compensation at management's discretion.

T/A 4:41 PM

Brad Wilcox
Carm Hutson

Debra
Anthony James Larkin

Allen Mahan

M... ..

TA 4:41 pm
07/29/19

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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.6.17 Show Up Time (Unit 17)

- A. The provisions of this section shall apply only to Unit 17 employees in WWG 2.
- B. An employee who shows up for work at an assigned starting time and has not been notified by the employer prior to reporting not to so report, shall be guaranteed at least four (4) hours of work or shall be paid a minimum of four (4) hours at the employee's appropriate rate of pay.
- C. When a training session is scheduled on an employee's authorized day off and the training session is canceled without prior notice to the employee, the employee shall be guaranteed at least four (4) hours of work or shall be paid for a minimum of four (4) hours at the employee's regular rate of pay.
- D. When a training session is scheduled on an employee's scheduled work day and outside the employee's

TA @ 2016
Union
X O'wain
Nansha
B. Mutsobi
Tommy Zubal
Di Stedman
M. K.

State
[Signature]
[Signature]
[Signature]

scheduled work shift, and the employee is required to attend and the training session is canceled without prior notice, the employee shall be compensated for the actual time from the beginning or end of his/her shift to the notice of cancellation.

TA @ 2026
Union

~~K. O'Connell~~
~~W. J. [unclear]~~
B. [unclear]
Tony Judas

Dei Steedman
M. J. [unclear]

State

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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.7.17 Report Preparation Time (Unit 17)

In twenty-four (24) hour institutions there are numerous reports required by the hospital, and/or licensing, and/or Joint Commission for Accreditation, and/or court governing agencies. Many of these reports can only be performed by the Unit 17 professional licensed staff. In the interest of allowing Unit 17 employees to do thorough and timely reports, their day shall take into consideration the time necessary to complete these reports.

*TA @ 2016
Union*

*L. C. Ward
Nurse
M. Johnson*

Tracy Zuber

*Dei Steedman
M. K.*

*State
[Large signature]*

Lee Walker
Robert Lopez

Russ Deuma

James Zaer

Karen Perkins

Brad Walker

Mark [unclear]

T Will

Brooke Perri

changes to flexible work hours, alternate work schedules, or reduced work time schedules.

GD. An "alternate workweek schedule" is a fixed work schedule other than standard work hours.

"Flexible work hours" allows for the change of work schedules on a daily basis. "Reduced work time" is defined in Government Code sections 19996.20 through 19996.29.

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CEG

8/20/2019 9:47 AM

ADT [Handwritten initials]



Union Proposal
Bargaining Unit 17
Date 8/20/19

8/20/19 9:30am

Proposal No: 1

The Union proposes the following rollover language:
19.8.17 Flexible Work Hours and Alternate Work Schedules
(Unit 17)

A. Departments shall establish policies for flexible work hours and alternate work schedules for Unit 17 employees who desire to participate. It is understood, however, that all Unit 17 employees will comply with any sign-in procedures established by a department. Requests for participation in a flexible work hour or alternative work schedule program shall not be unreasonably denied.

At the request of the Union, the departments agree to schedule a meeting at each facility to discuss Union proposals related to flexible hours and alternate work schedules, for level of care employees. Additional meetings may be scheduled with mutual agreement.

B. "Flexible work hours" allow for the change of

TA
2103 20 Aug 19

UNION

WJH
Nancy Smith
Dai Stedn
Troy J...
B...
STATE

H...
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TA
State

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work schedules on a daily basis. An “alternate work schedule” is a fixed work schedule other than regular/standard work hours.

UNION

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C. A regular alternate work schedule shall not exceed twelve (12) hours per work day.

D. The affected employees shall be surveyed to determine the preferred work schedule. In the instance of a twelve (12) hour day workweek schedule, the choice shall be between 6 o'clock to 6 o'clock and 7 o'clock to 7 o'clock. A simple majority vote shall determine which twelve (12) hour schedule will prevail. The State may start the shift at thirty (30) minutes to the hour. The survey shall be jointly conducted by the Union and the Department designee. A written tabulation of the results shall be submitted to the Union. Atascadero State Hospital may continue its twelve (12) hour day scheduling program on a pilot basis for the term of this Contract.

STATE

Hildeth
Aug 2

SR

E. Alternate work schedules include, but are not limited to four (4) consecutive ten (10) hour days (also known as “4 ten 40’s” and “9 eight 80’s”)

with each week utilizing consecutive days.

F. Any denial of requests made under this section shall be in writing. In addition, permanent changes or cancellations to flexible work hours, alternate work schedules or reduced work time schedules shall not be made without prior adequate notice of at least thirty (30) calendar days to affected employees.

G. Upon request of the Union, departments will provide a copy of their formal written flexible work hours and alternate work schedule policies.

H. When a department intends to either establish and/or make major modifications in their existing flexible work hours and/or alternate work schedule policy, they shall notice in accordance with Article 24.1.

UNION
W J K
K. Cant
D. Stead
T. J. G. S.
B. M. S.

STATE
A. S.
M. S.



Union Proposal
Bargaining Unit 1

Date 7/29/19

Proposal No: 1

The Union proposes the following rollover language:

19.9.1 Exchange of Time Off - Multi-Shift Operations (Unit 1)

TA SEIU Local 1000
7/29/19
@ 1:49 pm
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A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

B. Each employee shall be responsible for the coverage

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7/29/19 1:49 pm
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TA SEIU Local 1000

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of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

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- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred eighty (180) calendar days from the date of the missed exchange.
- D. All exchanges must occur within thirty (30) calendar days from the initial exchange.
- E. Probationary employees are excluded from participating in exchanges of time off.

- F. Double shifts will be permitted, consistent with departmental practices.
- G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. This section is not subject to the grievance and arbitration Article of this Contract.

Slack

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h
MP
SO

TA SEIU Local 1000

[Signature]
Sammy Zayas
Paul Okun
Harry Price
Melt
Alicia L. Byam
John C. Adams
Dulon Thompson
Jean D. Coy
Carole M. Allen
[Signature]
Karen Devell
[Signature]
Allyson Brown
Jane Whittles
Birell Mott
[Signature]

McCray
Russell Johnson
Mark J. Hill

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RVB
ce
[Signature]



Union Proposal

Bargaining Unit 4

Date 7/30/19
@ 10:23 a.m.

Proposal No: 1

The Union proposes the following rollover language:

19.9.4 Exchange of Time Off - Multi-Shift Operations (Unit 4)

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

B. Each employee shall be responsible for the

BU4
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AM
Jea
Jul
TLG
CPA
AK
KMS

TA - 7/30/19
@ 10:23 a.m.
Stacy Blivanch
REL 8/8/19
7/30/2019
@ 10:23
JK
Brian Johnson
A. Baldwin-Swain

coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

TA 7/30/19
10823
SM
RDG 7/30/19
JAE
BWW
AS

- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.
- D. All exchanges must occur during the same pay period.
- E. Probationary employees are excluded from participating in exchanges of time off.
- F. No exchange shall result in an employee working

JTK

BU4
1/2
SM
JEA
JML
TAG
CPA
PK
KWS

double shifts.

G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

H. This section is not subject to the grievance and arbitration procedure of this Contract.

TA 7/30/19
SM
RDE 7/30/19 @ 1023
BLW
ad

BV4
Helen P. [unclear]
Minda [unclear]

DE Alarany

Prada Keger

Jerry Gray

[unclear]

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[unclear signature]

07/29/19
2:10 pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.9.11 Exchange of Time Off - Multi-Shift Operations (Unit 11)

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

T/A 4:43 pm

BW
AM
[Signature]
[Signature]
MF

T/A 4:43 pm
07/29/19
VN
TL
Ch
LF
EP

[Signature]

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.

D. All exchanges must occur within thirty (30) days from the initial exchange.

E. Probationary employees are excluded from participating in exchanges of time off.

BWS
AM.

AM
Page 2 of 3

TA 4:43 pm
07/29/19
VN
IL
CF
STP

- F. Double shifts will be permitted, consistent with departmental practices.
- G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. This section is not subject to the grievance and arbitration procedure of this Contract.

Brad Wilby
Albert Mubal
~~_____~~
Patricia J. Smith

Ann Hutton
on 1. 1. 11

TA 4:43 pm
07/29/19

D. H. H.
at
Chase
~~_____~~



Union Proposal

Bargaining Unit 14

Date 7/30/19
Ⓞ 2:50

Proposal No: 1

The Union proposes the following rollover language:

19.9.14 Exchange of Time Off – Multi-Shift Operations (Unit 14)

TA SEIU Local 1000
RU
SP
RJ

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

TA
7/30/19
Ⓞ 2:50
Haley K...
C...
A. Baldwin

TA SEIU Local 1000

RV
ST
RJ

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.

D. Probationary employees are excluded from participating in exchanges of time off.

E. The following special rules apply:

TA
7/30/19
@ 2:50
JM
AK
Brew
CS

1. All exchanges must occur within the employee's pay period and
2. Double shifts will be permitted, consistent with departmental practices.

F. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

G. This section is not subject to the grievance and arbitration procedure of this Contract.

TA SEIU Local 1000
Robert Vega
Edward Posa
Russell Johnson

TA 7/30/19
@ 2:52
SM
Dor
Bun
@



Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45

Proposal No: 1

The Union proposes the following rollover language:

19.9.15 Exchange of Time Off - Multi-Shift Operations (Unit 15)

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

TA
 08/02/19 @ 11:45 AM
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 [Handwritten signature]

SEIU 1000
 MLP
 [Handwritten signature]
 AC
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 YDA
 [Handwritten signature]

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

JA
8/2/19
11:45
SM
MO
WK

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.

AS

D. All exchanges must occur within ninety (90) calendar days from the initial exchange.

E. Probationary employees are excluded from

mup
AS
AC
KVA
KVA

participating in exchanges of time off.

- F. Double shifts will be permitted, consistent with departmental practices.
- G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.
- H. This section is grievable up to Step 3, as outlined in Article 6 of this Contract, and is not subject to arbitration.

JA
8/2/19
11:45
sm
mg
wll

[Handwritten signatures and notes in blue ink]
Maurice
James
Arthur
Lisa Oberst
Zettl

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[Handwritten signature in green ink]



Union Proposal
Bargaining Unit 17
Date 8/18/19

Proposal No: 1

The Union proposes the following rollover language:

19.9.17 Exchange of Days Off (Unit 17)

A. Unit 17 employees shall be permitted to exchange hours of work with other employees in the same classification, performing the same type of duties within the same work area(s) provided:

1. The exchange and repayment shall occur within ninety (90) calendar days from date of approval;
2. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
3. The supervisor(s) approves the exchange; and
4. The employee(s) exchanging hours of work shall waive consideration for any additional compensation (e.g., overtime, holiday credit/pay, shift differential) which they

TA
@ 2356
union
Edward
Nansen
Mukherjee
Tony Jordan
Din Steedman
M. J. A.
state
Hildebrand
[Signature]

would not have otherwise received.

B. Employees who fail to adhere to the agreed upon conditions of their exchange shall be denied subsequent requests to exchange days off.

K. Cant
Beck
Tommy J. ...

Dei Steedman

B. Mukhi
M. ...

State

Walter Brown

Paul ...

...



Union Proposal
Bargaining Unit 20
Date 8/8/19

Proposal No: 2

The Union proposes the following rollover language:

19.9.20 Exchange of Time Off – Multi-Shift Operations (Unit 20)

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

TA @ 0249
 SEIU 1000 8/8/19
 [Handwritten signatures: Karan Frank, Patricia J. Heyman, etc.]

STATE
 [Handwritten signatures: Annette Kahn, etc.]

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred-eighty (180) calendar days from the date of the missed exchange.

D. All exchanges must occur within ninety (90) calendar days from the initial exchange.

E. Probationary employees are excluded from

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- Handwritten initials: "AK", "KJ", "SK", "WJ", "RJ" (written vertically).
- Handwritten signature: "State" (underlined).
- Handwritten signature: "Annette Kahn".
- Handwritten signature: "Jenelle" (with a checkmark above it).

participating in exchanges of time off.

F. Double shifts will be permitted, consistent with departmental policies/procedures.

G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

H. This section is not subject to the grievance and arbitration Article of this Contract.

Quoniam

Karen Frank

Stacy Charles

W J

Patricia G. Hayes

state

annett kam

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Jay

Pat



Union Proposal

Master Table

Date 8-14-19

Proposal No: 1

TA
14 Aug 19 1416
[Handwritten signatures]

The Union proposes the following rollover language:

19.10 Work In Multiple Time Zones

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

TA
8.14.19
State 2:16 pm

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Union Proposal

Master Table

Date 8-14-19

Proposal No: 1 2:17 p

8-14-19

State

The Union proposes the following rollover language:

19.11 Call Back Time

A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.

B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.

C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours

TA
14 AUG 19 1417
W Walker
TRM
Kera Jfs
Brookwell
Mark
K Carant
Aleanna
Myell Cade
Green

TA

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Stacy Howard
Ungun
Donna Hodess
Susan Dewey
May Harte
Key Robson
Maria Folito
Maria Cr



Union Proposal
Master Table

Date _____

8/14/19 2:18pm

Proposal No: 1

TA
14 Aug 19 1418

W. Wacker

The Union proposes the following rollover language:

19.12 Standby Time

A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.

B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.

C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an

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gjm
Kris Durso
Name JLT



Union Proposal

Bargaining Unit 1

Date 8/5/19

Proposal No: 1

The Union proposes the following rollover language:

19.13.1 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 1)

4:47 pm

TA 8-5-19

State

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A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that

TA SEIU Local 1000
8/5/19 @ 4:47 pm

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overtime was necessary.

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B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.

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C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

TA SEU Local 1000

[Handwritten signatures in purple, red, and blue ink: James Zayas, Harry Price, Mkt, Sheli L. Byars, Robert Moore, Dylann Bennett, Jean D. Coy, Carafina Allen]

[Handwritten signatures in purple and blue ink: Troy R. Phillip, Karen Davoll, ~~Arleen~~, Jany Williams, Brendt Mott, McCray, Russell Phouzi, Mark T. Fry]



Union Proposal

Bargaining Unit 4

Date 7/30/19
10:23 a.m.

Proposal No: 1

The Union proposes the following rollover language:

19.13.4 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 4)

A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that

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10:23 a.m.
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7/30/19 @ 10:23
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overtime was necessary.

B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.

C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

B04
Karen Puffin
Mindi Brown
JE Alcaray
Neda Ruzee
Jenny Gray
Lery Allen
2/14/19

TA @ 7/30/19
@ 10:23
Tom
RDS 7/31/19 @ 10:23
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Bw

07/29/19
2:10 pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**19.13.11 Overtime Assignments for Work Week Group 2
(WWG 2) Employees (Unit 11)**

A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.

T/A 4:45 pm

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TA 4:45 pm
07/29/19
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- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

Brod Wilson
Alber Mabe
Aron
Patrick J. Smith

Page 2 of 2

Amy Sutton
Marilyn Hill

TA 4:45pm
7/29/19

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7/23/2019 11:25 AM



Union Proposal

Bargaining Unit 14

Date 7/30/19
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

19.13.14 Overtime Assignments for Work Week Group 2 (WWG 2) Employees (Unit 14)

A. Overtime will be distributed in class by seniority.

When work in progress requires overtime on a given shift, preference shall be given to the employee or crew doing the work. If the employee or crew performing the work declines the overtime, the State shall request volunteers in class by seniority on that given shift prior to assigning overtime. If no volunteers come forward overtime will be assigned to the least senior employee(s) in that classification on that shift. Seniority for the purposes of this section is defined as total State service as used to calculate vacation accrual rates.

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7/30/19
@ 2:50
Stacy Sullivan
Chris [unclear]
Ab [unclear]
[unclear]
Bump [unclear]

TA SEIU Local 1000

Robert Vega
Edward Hagen
Russell Johnson

B. The first forty (40) hours of ordered overtime during a fiscal year shall be compensated with either CTO or cash, at the employee's discretion. Thereafter, compensation (CTO or cash) shall be determined by the employer.



Union Proposal
Bargaining Unit 15
Date 8/9/19
4:18

Proposal No: 2

The Union proposes the following language:

19.13.15 Overtime Distribution for Employees (Excluding CDCR- Adult Programs) (Unit 15)

A. Where the use of overtime is prevalent, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime seniority system, departments will endeavor to reduce the amount of mandatory overtime by distributing overtime fairly among volunteers as permitted by operational needs, security, health, safety, and emergencies. Whenever possible, the department will provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right, within budgetary constraints, to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary or to assign the work to another appropriately classified employee from the volunteer list.

8/9/2019
5:03 pm

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Max [Signature]
April [Signature]
Lisa D. Borcut
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TA 8/9/19 5:08
Rosimarie Speth
Kim [Signature]
[Signature]
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8/9/2019 11:55 AM
Maggi G. Key
Steven Alexander

- B. When assigning mandatory overtime by inverse seniority, i.e. the least senior employee first, the special needs of employees who have documented medical problems, substantiated childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) will be considered.
- C. The department shall endeavor to refrain from assigning employees mandatory overtime on their regular day off (RDO) or any pre-approved time off. For the purposes of this section, an employee's RDO begins immediately after the completion of their normal shift before the RDO.
- D. No ~~food service~~ Unit 15 employee will be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a ~~food service~~ Unit 15 employee be required to work more than two (2) double shifts within his/her scheduled workweek, unless mutually agreed to.
- E. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or ward or client safety and/or staff familiarity or training, if such reasons are directly related to the performance of the overtime work. Requests for overtime shall not be unreasonably denied and upon request, a denial shall be made in writing.
- F. For purposes of this section, departments shall establish a seniority system based on an employee's total seniority in the

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classification. Ties shall be broken first by total State service and then by lot.

G. Upon request of the Union, the parties shall meet at the local level to resolve any concerns regarding the overtime seniority system for Unit 15 employees at the specific facility, institution, or hospital.

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Management Counter Proposal

Bargaining Unit: 20

Exclusive Representative: SEIU

ARTICLE 19

19.13.20 Overtime Mandatory Scheduling – Excluding CDCR LVNs and CNAs (Unit 20)

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8/28/19
Kurt Schrage
Date:
Gregory J. Cottol
Rene

W. Mackey
Susan Ham
Steve Charles
W. J.
Karon Frankli

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S.S.
H. Hunt
C. B.

- A. The Departments recognize and understand the importance of reducing mandatory overtime to Unit 20 Employees. To this end, the Department will make every effort to schedule staff in a manner that will reduce the need for mandatory overtime. Both parties agree that mandatory overtime is an undesirable method of providing staff coverage.
- B. There shall be no mandatory overtime on an employee's Regular Day Off (RDO) or pre-approved day off (an employee's RDO begins immediately after completion of their normal shift before their RDO), except:
 1. In an emergency situation such as a natural disaster; or
 2. During a state of emergency declared by the State or Federal authorities; or
 3. During an emergency situation declared by a Warden, Superintendent, Executive Director or designee; or
 4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
 5. When the employees shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available; or
 6. ~~When all other options have been exhausted.~~
- C. Except in cases of emergency, or planned program activity, employees shall not be required to:
 1. Work more than four (4) five (5) mandatory overtime shifts of at least two (2) hours of duration in a month, effective January 2, 2020 August 1, 2016, and implement reductions in accordance with Article 19.X and the Joint Labor Management Task Force; or
 2. Work in excess of sixteen (16) continuously in a forty-eight (48) hour period; or

AND no more than 3 overtime shifts per month effective July 1, 2021

3. Work in excess of two (2) mandatory overtime shifts per work week.

D. It is not the intent to mandate employees to work overtime in classifications other than their own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than their own.

~~E. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). Through the establishment of such a system, the State will endeavor to reduce the amount of mandatory overtime and number of mandatory holdovers, distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments. [Moved to 19.13.20 V]~~

~~F.E. _____~~ Before an employee is required to work mandatory overtime, a reasonable effort will be made to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 20 classifications to work overtime.

~~G.F. _____~~ Upon request of an employee who has been on duty continuously for sixteen (16) hours, the employer shall have the option to:

1. Allow the employee to take the next shift off on vacation, CTO, or Holiday credit if staffing permits.
2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.
3. Allow the employee to take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break. Management will take into account the employee's preference.

G. Employees shall not be made to work mandatory overtime on the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

H. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation, in accordance with section C 1 above.

I. The department will endeavor to provide employees notice of at least ninety (90) minutes in advance notice of possible or actual mandatory overtime assignments.

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J. While on vacation, pre-approved absence, or on full work day absence due to sick leave*, Union leave or State release time, or any other authorized absence from the facility, employees will not be considered for mandatory overtime.

*This includes instances where an employee was unable to complete their regular shift due to illness and had to be released from duty to go home.

Russell
State
W. J.
Rosa

~~H. The Department of Developmental Services:~~

- ~~1. Facilities that utilize the red dot-blue dot system for assigning overtime will count time worked, as a result of either a "red dot-blue dot" assignment, toward the mandatory overtime limitations.~~
- ~~2. At management's discretion all Unit 20 employees at a facility may be included in the mandatory overtime distribution process.~~

~~In accordance with Article 5.10 (Labor/Management Committees), each Department's Labor Management Committee will address overtime issues within this Article.~~

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Union Proposal
Unit 20 Joint table

Date 8/27/19

Proposal No: 4

The Union proposes the following language:

19.13.20 V Overtime Voluntary Scheduling – Excluding CDCR LVNs and CNAs (Unit 20)

State

A. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). The State shall distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments.

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B. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 20 classifications to work overtime.

[Handwritten initials/signatures]
Krishna Rodriguez

C. BU 20 employees may volunteer to work overtime in classifications other than their own.

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US WORKER
Susan Baum
Karen Frankli
WJ
Steve Hales



Union Proposal
Bargaining Unit 15
Date 8/21/2019

11:06am

Proposal No: 2

The Union proposes the following language:

19.14.15 Overtime Distribution for Employees (CDCR - Adult Programs) (Unit 15)

A. In order to reduce the amount of mandatory overtime, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime seniority system, departments will endeavor to reduce the amount of mandatory overtime by distributing overtime among volunteers as permitted by operational needs, security, health, safety, and emergencies. Whenever possible, the department will provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right, within budgetary constraints, to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that

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Jan [Signature]
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overtime was necessary or to assign the work to another appropriately classified employee from the volunteer list.

- B. When assigning mandatory overtime by inverse seniority, i.e. the least senior employee first, the special needs of employees who have documented medical problems, substantiated childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) will be considered.
- C. The department shall endeavor to refrain from assigning employees mandatory overtime on their regular day off (RDO) or pre-approved time off. For the purposes of this section, an employee's RDO begins immediately after the completion of their normal shift before the RDO.
- D. No food service employee will be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a food service employee be required to work more than two (2) double shifts within his/her scheduled

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workweek, unless mutually agreed to. Institutions that have overlapping shifts of 30 minutes (or less) are not exempt from this prohibition and shall not circumvent this protection by deducting the 30 minute (or less) overlap from the total hours.

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- E. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or inmate safety, and/or staff familiarity or training, if such reasons are directly related to the performance of the overtime work. Requests for overtime shall not be unreasonably denied and upon request, a denial shall be made in writing.

- F. For purposes of this section, departments shall establish a seniority system based on an employee's total seniority in the classification. Ties shall be broken first by total state service and then by lot.

- G. Upon request of the Union, the parties shall meet at the local level to resolve any concerns, regarding the overtime seniority system for Unit 15

employees at the specific facility, institution, or hospital.

H. The distribution of overtime for Correctional Supervising Cooks in CDCR, adult facilities shall be completed using a voluntary/involuntary system. When management determines that overtime is necessary, it shall be offered based on the seniority of the employees available to work (for ties, see ~~s~~Section F. of this Article). Seniority is defined in Section F. of this Article. Management shall utilize the voluntary system before resorting to the involuntary system. In accordance with Section A. of this Article, it may not always be practical, in every instance, to offer overtime to the most senior employee (e.g., operational needs, security, health, safety, and emergencies). However, except for the permissions expressed in Section A. of this Article, institutions will endeavor to afford overtime as outlined below in Sections I and J of this Article.

I. VOLUNTARY SYSTEM

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Management will offer overtime shifts on a rotational basis to the senior employee first, then in seniority order until an employee volunteers to cover the vacant shifts. Employees shall be eligible to select one (1) shift per rotation, and the rotation will continue until all shifts are covered or there are no employees who elect to take remaining shift(s).

Overtime opportunities shall be posted as soon as possible after it becomes known that overtime is available. This ~~may~~shall be accomplished via an overtime signup sheet. Management shall offer voluntary shifts from the single signup sheet to ensure all eligible employees are offered the opportunity to accept or decline the overtime shift.

The voluntary overtime distribution system should include a log, or other verifying methods, that notes overtime was offered in order of seniority using the single signup sheet.

The log/verifying method should also include: the scheduled shift; date and time; the name of the employee that was contacted; who made the

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contact; and the outcome of the contact (example: answering machine, no answer, employee declined, employee accepted). A copy of the log shall be made available at the request of an employee. When it is alleged that a violation of this section has occurred, the Union may file a grievance directly to Step 2 of the grievance procedure outlined in Article 6 of this Contract.

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J. INVOLUNTARY SYSTEM

When assigning involuntary or mandatory overtime, Management will utilize an inverse seniority system, where the least senior employee will be assigned the overtime, unless the employee is protected by the provisions of Section C. of this Article. The assignment of involuntary overtime will be documented to track the employees that have been assigned overtime shifts. Institutions will endeavor to provide advance notice to employees when the use of the involuntary overtime system is required.

446 TA
8/28/19

Management Counter Proposal

Bargaining Unit: SEIU Master

Date: 8/28/2019

Exclusive Representative: SEIU

Kristine Rodriguez

Article: 19

Gregory J. Cottrell

Subject: Hours of Work and Overtime

19.14.17 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services (Unit 17)

John
OCB
JJ
AS
PH

The CDCR/CCHCS shall make every effort to reduce the amount of mandatory overtime and mandatory holdovers, distribute overtime fairly amongst employees of the same classification(s) and provide employees notice of possible or actual unanticipated overtime assignments at least ninety (90) minutes in advance. CDCR Fire Camps shall be excluded from this section.

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 17 (BU 17) nursing staff (by classification) who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments.

When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, on duty full and part-time BU 17 employees, and contract nursing registry, in this order. After these avenues have been exhausted, a BU 17 classification employee may be mandated to work overtime as outlined below.

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Voluntary Overtime

- A. BU 17 classification employees shall be assigned voluntary overtime by departmental seniority, on a rotational basis by classification. Seniority scores will be determined by counting one point for each month of full-time qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total state service will be used to determine seniority scores.
- B. The CDCR/CCHCS shall establish lists of BU 17 employees by classification in seniority score order. BU 17 employees may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 17 employees shall be provided an opportunity to choose a

TA Union
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Dir Steiner
Tracy Judah

Management Counter Proposal

~~voluntary overtime slot once. Thereafter, all other BU 17 employees will be provided the same volunteer overtime opportunity once, assuring each BU 17 employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).~~

- ~~C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 17 employee. If the BU 17 employee arrives to find the position changed or no longer needed, the BU 17 employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 17 employee may choose to leave.~~
- ~~D. Once a BU 17 employee has signed up for voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.~~
- ~~E. A BU 17 RN may "bump" a scheduled registry nurse at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position. [moved to 19.14.V]~~

Involuntary Overtime

- A. BU 17 employees (by classification) shall be assigned involuntary overtime on a rotating basis by inverse seniority.
- B. Each facility shall establish and maintain an up-to-date list, by inverse seniority of all full-time and part-time BU 17 employees (by classification). Staff shall only be assigned an involuntary slot once, until the entire list has been depleted.
- a. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation.
- C. The State shall refrain from assigning mandatory overtime on a BU 17 employee's RDO. For the purpose of this section, an employee's RDO begins immediately after completion of their normal shift before the RDO.
- D. It is not the State's intent to mandate BU 17 employees to work involuntary overtime in classifications other than their own. Consistent with that expressed

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Management Counter Proposal

intent, a BU 17 employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. (This expressed intent, however, does not preclude BU 17 employees from volunteering to work overtime in classifications other than their own, when it is appropriate.)

E. Management shall make every attempt not to schedule BU 17 employees:

1. More than three (3) ~~four (4)~~ involuntary overtime shifts per month, effective January 2, 2020 ~~August 1, 2016~~, and implement reductions in accordance with Article 19.X and the Joint Labor Management Task Force; or
2. In excess of sixteen (16) hours continuously; or
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or
4. More than two (2) consecutive calendar days; or
5. On the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

And no more than 2 overtime shifts per month effective

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employer shall have the option to allow the employee to:

1. Take the next shift off on vacation, CTO, or holiday credit as staffing permits.
2. Adjust his/her shift starting time to provide a ten (10) hour break between shifts.
3. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

July 1, 2021

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. While on vacation, pre-approved absence, or on full workday absence due to sick leave*, Union leave or State release time, or any other authorized absence from the facility, BU 17 employees will not be considered for mandatory overtime. Upon return to work, the BU 17 employee will return to the involuntary rotation in seniority order.

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Management Counter Proposal

*This includes instances where an employee was unable to complete their regular shift due to illness and had to be released from duty to go home.

- ~~i. In accordance with section 5.10 (Labor/Management Committee), CDCR/CCHCS's Labor Management Committee will address overtime issues within this section.~~

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Union Proposal
Unit 17 Joint table
Date 8/27/19

Proposal No: 4

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ugrewalter

The Union proposes the following language:

**19.14.17- V Overtime Voluntary Scheduling - California
Department of Corrections and Rehabilitation and
California Correctional Health Care Services (Unit 17)**

State

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 17 (BU 17) nursing staff (by classification) who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments.

A. BU 17 classification employees shall be assigned voluntary overtime by departmental seniority, on a rotational basis by classification. Seniority scores will be determined by counting one point for each month of full-time qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total state

X P. ...
N...
B. ...
D. ...
Troy ...

[Handwritten signatures and initials]
TA

service will be used to determine seniority scores.

- B. The CDCR/CCHCS shall establish lists of BU 17 employees by classification in seniority score order. BU 17 employees may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 17 employees shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 17 employees will be provided the same volunteer overtime opportunity once, assuring each BU 17 employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).
- C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 17 employee. If the BU 17 employee arrives to find the position changed or no longer needed, the BU 17 employee shall not be required to work that position, but may

State

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be offered an alternate assignment. If no alternate assignment is available, the BU 17 employee may choose to leave.

uzwacker

State

~~MSK~~

X. C. Smith

B. Murphy

Dei Steinhilber

Tommy J. ...

D. Once a BU 17 employee has signed up for voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.

~~MSK~~
S

E. A BU 17 RN may "bump" a scheduled registry nurse at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position.

OT

F. BU17 employees may volunteer to work overtime in classifications other than their own, when it is appropriate.

J
C
H

Management Counter Proposal

448 TA 8/28/19
Kustine Rodriguez

Bargaining Unit: SEIU Master

Date:

Gregory J. Cately

Exclusive Representative: SEIU

Article: 19

Subject: Hours of Work and Overtime

19.14.20 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services LVNs (Unit 20)

The CDCR/CCHCS shall make every effort to reduce the amount of mandatory overtime and mandatory holdovers, distribute overtime fairly amongst employees of the same classification(s) and provide employees notice of possible or actual unanticipated overtime assignments at least ninety (90) minutes in advance. CDCR Fire Camps shall be excluded from this section.

~~When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments. When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, on duty full and part time BU 20 LVNs. After these avenues have been exhausted, a BU 20 LVN may be mandated to work overtime as outlined below.~~

unstrike TC 0233 28 Aug 19

~~Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.~~

Voluntary Overtime

- ~~A. BU 20 LVNs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total state service will be used to determine seniority scores.~~
- ~~B. The CDCR/CCHCS shall establish lists of BU 20 LVNs in seniority score order. BU 20 LVNs may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 LVNs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all~~

Management Counter Proposal

~~other BU 20 LVNs will be provided the same volunteer overtime opportunity once, assuring each employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again. (i.e., the rotation will again start at the top of the seniority list and work its way down).~~

- ~~C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 LVN. If the employee arrives to find the position changed or no longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 LVN may choose to leave.~~
- ~~D. Once a BU 20 LVN has signed up for a voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.~~
- ~~E. A BU 20 LVN may "bump" a scheduled registry LVN at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position. [moved to 19.14.20 V]~~

Involuntary Overtime

- A. BU 20 LVNs shall be assigned involuntary overtime on a rotating basis by inverse seniority.
- B. Each facility shall establish and maintain an up-to-date list, by inverse seniority of all full-time and part-time BU 20 LVNs. Staff shall only be assigned an involuntary slot once, until the entire list has been depleted.
- a. For the purpose for mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation.
- C. There shall be no mandatory overtime on a BU 20 LVN's RDO or pre-approved day off, (for the purposes of this section, an employee's RDO begins immediately after completion of their normal shift before the RDO) except:
1. In an emergency situation such as a natural disaster; or
 2. During a state of emergency declared by the State or Federal Authorities; or

Management Counter Proposal

3. During an emergency situation declared by a Warden, Superintendent, Executive Director, Chief Executive Officer or designee; or
4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
5. When the employee's shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available; or
6. ~~When all other options have been exhausted.~~

D. Management shall make every attempt not to schedule BU 20 LVNs:

1. More than ~~four (4)~~ five (5) involuntary overtime shifts per month, effective January 2, 2020 ~~August 1, 2016~~, and implement reductions in accordance with Article 19.X and the Joint Labor Management Task Force; or
2. In excess of sixteen (16) hours continuously; or
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or
4. More than two consecutive calendar days; or
5. On the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

And no more than 3 overtime shifts per month effective July 1, 2021

- E. It is not the intent to mandate employees to work overtime in classifications other than their own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than their own.
- F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employee shall have the option to:
1. Take the next shift off on vacation, CTO, or Holiday credit as staffing permits.

Management Counter Proposal

2. Adjust his/her shift starting time to provide a ten (10) hour break between shifts.
3. Take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break.

Russell
Stephanie
W. J.
[Signature]

G. A mandated holdover of two (2) hours or more is considered a mandated overtime.

H. While on vacation, pre-approved absence, or on full work day absence due to sick leave*, Union leave or State release time, or any other authorized absence from the facility, BU 20 LVNs will not be considered for mandatory overtime. Upon return to work, the BU 20 LVN will return to the involuntary rotation in seniority order.

*This includes instances where an employee was unable to complete their regular shift due to illness and has been approved to be released from duty to go home.

~~I. In accordance with section 5.10 (Labor/Management Committee), CDCR/CCHCS's Labor Management Committee will address overtime issues within this section.~~

State
[Signature]
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[Signature]
[Signature]
[Signature]
[Signature]



Union Proposal
Unit 20 Joint table
Date 8/27/19

Proposal No: 4

The Union proposes the following language:

19.14.20- V Overtime Voluntary Scheduling - California Department of Corrections and Rehabilitation and California Correctional Health Care Services LVNs (Unit 20)

State

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments.

Handwritten signatures and initials on the right side of the page, including a signature that appears to be 'Rodriguez' and the letters 'TA' at the bottom.

Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.

- A. BU 20 LVNs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 qualifying service, i.e., from full-time hire date,

Handwritten notes in blue ink on the left side of the page: 'TA', '0217 28 Aug 19', 'W. Wacker', 'Alum Alum', 'Karan Frank', and a signature.

less any time off for unpaid leave, suspensions, etc. In the event of ties, total state service will be used to determine seniority scores.

WJW
AK
K7
WJW
Steph Charles

B. The CDCR/CCHCS shall establish lists of BU 20 LVNs in seniority score order. BU 20 LVNs may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 LVNs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 LVNs will be provided the same volunteer overtime opportunity once, assuring each BU 20 LVN is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).

state

WJW
AK
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WJW
Steph Charles

C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 LVN. If the employee arrives to find the position changed or no

longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 LVN may choose to leave.

uzewalle

Shirley Kenna
Karen Frankli
Wfr

D. Once a BU 20 LVN has signed up for voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.

state

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E. A BU 20 LVN may “bump” a scheduled registry LVN at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position.

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F. BU 20 employees may volunteer to work overtime in classifications other than their own.

TA 447 AM 8/28/19
Kristine Rodriguez
Gregory J. Cella

Management Counter Proposal

Bargaining Unit: 17

Date:

Exclusive Representative: SEIU

ARTICLE 19

19.15.17 Overtime Mandatory Scheduling (Excluding CDCR) (Unit 17)

- A. The Departments recognize and understand the importance of reducing overtime to Unit 17 employees. To this end, the Departments will make every effort to schedule staff in a manner that will reduce the need for mandatory overtime. Both parties agree that mandatory overtime is an undesirable method of providing staff coverage.
- B. There shall be no mandatory overtime on an employee's RDO (an employee's RDO begins at the end of the employee's last scheduled shift in the workweek) or pre-approved day off, except:
1. In an emergency situation such as a natural disaster; or
 2. During a state of emergency declared by the State or Federal authorities; or
 3. During an emergency situation declared by a Superintendent, Executive Director or designee; or
 4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
 5. When the employee's shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available;
 6. ~~When all other options have been exhausted.~~
- C. Except in cases of emergency or planned program activity employees shall not be required to work:
1. More than three (3) ~~four (4)~~ mandatory overtime shifts per month of at least two (2) hours of duration, effective January 2, 2020; and implement reductions in accordance with Article 19.x and the Joint Labor Management Task Force; or
 2. In excess of sixteen (16) hours continuously in a forty-eight (48) hour period; or
 3. In excess of two (2) mandatory overtime shifts in an employee's scheduled work week; or

you work

TA
Union
K. O'neill
Anwarah
B. Mitchell

Dist. Tech
Tony Zudala

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And no more than 2 overtime shifts per month effective July 1, 2021

4. When an employee is required to work twelve (12) to sixteen (16) hours that employee shall not be mandated to work overtime the next calendar day.

D. It is not the intent to mandate employees to work overtime in classifications other than their own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than their own.

~~E. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). Through the establishment of such a system, the State will endeavor to reduce the amount of mandatory overtime and number of mandatory holdovers, distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments. The State shall also consider the use of intermittents, in-house registries, or float pools. [moved to 19.15.17 V]~~

~~F.E. Before an employee is required to work mandatory overtime, every reasonable effort will be made to find an acceptable volunteer within the program where the employee works. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 17 classifications to work overtime. [move to 19.15.17 V]~~

G.F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employer shall have the option to:

1. Allow the employee to take the next shift off on vacation, CTO, or Holiday credit as staffing permits.
2. Adjust the employee's shift starting time to provide a ten (10) hour break between shifts.
3. Allow the employee to take two (2) hours off without pay at the start of the next shift to provide a ten (10) hour break. Management will take into account the employee's preference.

G. Employees shall not be made to work mandatory overtime on the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

H. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation in accordance with section C 1 above.

I. The department will endeavor to provide employees notice of at least ninety (90) minutes in advance notice of possible or actual mandatory overtime assignments.

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J. While on vacation, pre-approved absence, or on full work day absence due to sick leave*, Union leave or State release time, or any other authorized absence from the facility, employees will not considered for mandatory overtime.

*This includes instances where an employee was unable to complete their regular shift due to illness and had to be released from duty to go home.

H.L. The Department of Developmental Services:

1. ~~Facilities that utilize the "red dot blue dot" system for assigning overtime will count time worked, as a result of either a red dot or blue dot assignment, toward the mandatory overtime limitations.~~
2. ~~At management's discretion all RN's at a facility may be included in the mandatory overtime distribution process.~~

I. M. ~~In accordance with section 5.10 (Labor/Management Committee), each Department's Labor Management Committee will address overtime issues within this section.~~

TA
Union
H. J. J. J.
W. S. J.
P. M. J.
D. J. J.
T. J. J.

State
S. J. J.
A. J. J.

↓
J. J.
G. J. J.
M. J. J.



Union Proposal
Bargaining Unit 17
Date 8/26/19

Proposal No: 3

The Union proposes the following modified language:

19.15.17 – V Overtime Voluntary Scheduling (Excluding CDCR) (Unit 17)

A. Upon request, and where practical, the State shall, upon consultation with the Union, establish a system to request and utilize qualified volunteers to perform overtime work from within the appropriate work area(s). The State shall distribute overtime fairly insofar as circumstances of health and safety permit, and provide employees notice of possible or actual overtime assignments.

B. Overtime shall first be offered to level-of-care employees for level-of-care overtime assignments before allowing other BU 17 classifications to work overtime. The State shall also consider the use of intermittents, in-house registries, or float pools.

C. BU 17 employees may volunteer to work overtime

State

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Kristine Rodriguez TA

*TA
0200 28 Aug 19
USZEWALCER
L. Corvart
Vanessa S.
B. Mitsubi
Dei Steaden
Troy Jula*

in classifications other than their own.

State

Y. P. Walker

K. Cavant

B. S. [unclear]

B. M. [unclear]

D. Steadman

T. J. [unclear]

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SS

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Management Counter Proposal

44a AM 8/28/19 TA
Kustre Rodriguez
Gregory J. Crettoff
Date

Bargaining Unit: 20

Date:

Exclusive Representative: SEIU

Article: 19.15.20

Subject: Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services CNAs (Unit 20)

[Handwritten signatures and initials on the left margin]

The CDCR/CCHCS shall make every effort to reduce the amount of mandatory overtime and mandatory holdovers, distribute overtime fairly amongst employees of the same classification(s) and provide employees notice of possible or actual unanticipated overtime assignments at least ninety (90) minutes in advance. CDCR Fire Camps shall be excluded from this section.

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~~When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments. When the need arises to fill an overtime assignment and there are no names listed on the VOR, the supervisor shall attempt to fill through Permanent Intermittent Employees (PIEs), Retired Annuitants, and on duty full and part-time BU 20 CNAs. After these avenues have been exhausted, a BU 20 CNA may be mandated to work overtime as outlined below.~~

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UNSTRIKE TC 0237 28 Aug 19

~~Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.~~

Voluntary Overtime

- ~~A. BU 20 CNAs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 qualifying service, i.e., from full-time hire date, less any time off for unpaid leave, suspensions, etc. In the event of ties, total State service will be used to determine seniority scores.~~
- ~~B. The CDCR/CCHCS shall establish lists of BU 20 CNAs in seniority score order. BU 20 CNAs may sign up for voluntary overtime by adding their names to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 CNAs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 CNAs will be provided the same volunteer overtime opportunity once,~~

Management Counter Proposal

~~assuring each employee is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).~~

- ~~C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 CNA. If the employee arrives to find the position changed or no longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 CNA may choose to leave.~~
- ~~D. Once a BU 20 CNA has signed up for a voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.~~
- ~~E. A BU 20 CNA may "bump" a scheduled registry CNA at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position. [moved to 19.15.20 V]~~

Involuntary Overtime

- A. BU 20 CNAs shall be assigned involuntary overtime on a rotating basis by inverse seniority.
- B. Each facility shall establish and maintain an up-to-date list, by inverse seniority, of all full-time and part-time BU 20 CNAs. Staff shall only be assigned an involuntary slot once, until the entire list has been depleted.
- a. For the purpose of mandatory overtime rotation, employees who are charged FMLA leave shall be considered to have met their overtime obligation.
- C. There shall be no mandatory overtime on a BU 20 CNA's RDO or pre-approved day off, (for the purposes of this section, an employee's RDO begins immediately after completion of their normal shift before the RDO) except:
1. In an emergency situation such as a natural disaster; or
 2. During a state of emergency declared by the State or Federal Authorities; or

Management Counter Proposal

3. During an emergency situation declared by a Warden, Superintendent, Executive Director, Chief Executive Officer or designee; or
4. During a severe internal emergency (e.g., an incident which necessitates assistance from an outside agency or a health care crisis); or
5. When the employees shift relief does not report for work or gave less than two (2) hours notice of intent not to report for work, an employee may be mandated if no volunteer is available; or
6. ~~When all other options have been exhausted.~~

D. Management shall make every attempt not to schedule BU 20 CNAs:

1. More than four (4) five (5) involuntary overtime shifts per month, effective January 2, 2020 August 1, 2016, and implement reductions in accordance with Article 19.X and the Joint Labor Management Task Force; or
2. In excess of sixteen (16) hours continuously; or
3. In excess of two (2) overtime shifts within an employee's scheduled work week; or
4. More than two (2) consecutive calendar days; or
5. On the same holidays in two (2) consecutive years. Holidays are defined as those listed in Article 7.1.

E. It is not the intent to mandate employees to work overtime in classifications other than their own. Consistent with the expressed intent, an employee may only be mandated to work in another classification when all other appropriate and possible staffing efforts have been exhausted and it is operationally necessary. This expressed intent, however, does not preclude employees from volunteering to work overtime in classifications other than their own.

F. Upon request of an employee who has been on duty continuously for fifteen (15) or more hours, the employee shall have the option to:

1. Take the next shift off on vacation, CTO, or holiday credit as staffing permits.

AND NO MORE THAN 3 OVERTIME SHIFTS PER MONTH EFFECTIVE July 1, 2021



Union Proposal
Unit 20 Joint table
Date 8/27/19

Proposal No: 4

TA
0218 28 Aug 19
CE SWACKER
Julia Blaine
Karen Frank
WJ
Steph Stales

The Union proposes the following language:

19.15.20- V Overtime Voluntary Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services CNAs (Unit 20)

State

When an overtime assignment becomes available, either expected or unexpected, the CDCR/CCHCS shall make every effort to fill the assignment by the use of the Voluntary Overtime Roster (VOR). The VOR shall consist of Bargaining Unit 20 (BU 20) nursing staff who desire to work overtime. The VOR shall be supplied, at a minimum, once a month, listing all the known and anticipated overtime assignments.

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Nothing in this provision would preclude the scheduling of a PIE in lieu of overtime.

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Rodriguez
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- A. BU 20 CNAs shall be assigned voluntary overtime by BU 20 departmental seniority, on a rotational basis. Seniority scores will be determined by counting one point for each month of full-time BU 20 qualifying service, i.e., from full-time hire date,

less any time off for unpaid leave, suspensions, etc. In the event of ties, total state service will be used to determine seniority scores.

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- B. The CDCR/CCHCS shall establish lists of BU 20 CNAs in seniority score order. BU 20 CNAs may sign up for voluntary overtime by adding their name to the VOR. To ensure equitable volunteer overtime opportunity, BU 20 CNAs shall be provided an opportunity to choose a voluntary overtime slot once. Thereafter, all other BU 20 CNAs will be provided the same volunteer overtime opportunity once, assuring each BU 20 CNA is provided an opportunity for one sign up before returning to the most senior employee and beginning the process again (i.e., the rotation will again start at the top of the seniority list and work its way down).
- C. If a specific position was indicated for the voluntary request, and was changed or no longer needed, the nursing supervisor will make all reasonable attempts to notify the affected BU 20 CNA. If the employee arrives to find the position changed or no

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longer needed, the employee shall not be required to work that position, but may be offered an alternate assignment. If no alternate assignment is available, the BU 20 CNA may choose to leave.

E. Swastka
Steve Blum
Karen Frank
W. J.
Stacy Charles

- D. Once a BU 20 CNA has signed up for voluntary overtime, it is their responsibility to work that position, unless they have given the nursing supervisor, or their designee, seventy-two (72) hours notice to enable the timely scheduling of a replacement.
- E. A BU 20 CNA may “bump” a scheduled registry CNA at any time during the month, provided they give the nursing supervisor, or their designee, seventy-two (72) hours notice to enable them to notify the Registry that they will not be needed for the affected position.
- F. BU 20 employees may volunteer to work overtime in classifications other than their own.

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Union Proposal

Bargaining Unit 14

Date 7/30/19
@ 2:50

Proposal No: 1

The Union proposes the following rollover language:

19.16.14 Shift Changes (Unit 14)

TA SEIU Local 1000
RV
SAD
RJ

A. The State shall endeavor to provide employees with thirty (30) calendar days advance notice, but not less than fifteen (15) working days, of permanent changes in shift assignments, except in emergencies. Permanent shift assignment is defined as an assignment of thirty (30) calendar days or more.

B. The parties agree that voluntary movement between shifts is always desirable, and to the extent practicable, the filling of vacancies shall be preceded by an announcement, posted for ten (10) working days, opening the available shift for voluntary movement, before filling the position as a "new hire".

TA
7/30/19 @
2:50
Stacy Blum
Chris Zulu
A. Baldun
Adriana
B...

C. Shift changes will be assigned based on operational needs, and selection of personnel shall be based on skills and knowledge. Total in-class

seniority may be used to break ties between equally qualified individuals.

D. Shift changes required by emergency situations shall last no longer than the emergency that occasioned the change.

TA SEIU Local 1000

Robert Vega
Edward Fox
Russell Johnson

TA 7/30/19
@ 2:50

SM

AS

AS

BUN



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.16.17 Change in Shift Assignment (Unit 17)

A. The State will attempt to provide Unit 17 employees with thirty (30) calendar days, but no less than fifteen (15) calendar days advance written notice of permanent shift changes including the reporting date of the change, shift start/stop times and regular days off (RDOs) when the change is made at other than the employee's request. Upon written request by the employee, the department or its designee will provide the employee with a reason for the shift change in writing.

1. If an employee receives fifteen (15) calendar day notice, he/she may request to meet with management to discuss an extension for an additional fifteen (15) calendar days and requests shall not be unreasonably denied. This request shall

*TA @ 2019
Union
K. Cant
Theresa
M. M...
Tony Z...*

*Dir Steedman
M. K...*

State

[Handwritten signatures]

not exceed a total of thirty (30) calendar days.

TA @ Crisp
Union
KA
AD
MB
TZ
DS
MK

B. Unit 17 employees wishing to change shifts within a facility or program, if employed in twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with shift change requests based on the needs of the clients/patients/wards/students/inmates, seniority, employee skills and abilities, performance and attendance, staffing requirements, and needs of the facility.

C. Unit 17 employees wishing to change shifts within the same ward or unit, if employed in a twenty-four (24) hour facility, shall submit a written request to the facility/program management or designee. When management determines that a vacancy on the requested shift is available to a Unit 17 employee, the supervisor shall consider employees with shift change requests based on

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the needs of the clients/patients/wards/students/inmates, seniority, performance and attendance, staffing requirements, and needs of the facility.

D. It is the intent of the State not to arbitrarily make temporary shift changes for punitive reasons or to avoid the payment of overtime.

TA @ 2016
Union

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Tony Julian
D. Steadman
Mel K.

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M. H.
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11:31 PM



Union Proposal
Bargaining Unit 21
Date 7/20/19

Proposal No: 1

7/20/19

The Union proposes the following rollover language:

19.16.21 Shift Change (Unit 21)

Myel Cardin

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A. Except in emergencies, the State shall provide fourteen (14) calendar days advance notice of permanent shift changes so that the employee has an opportunity to reschedule his/her obligations.

B. When a department has approved an educational program for an employee and subsequently requires the employee to change his/her shift, as defined above, the department will support the employee's claim for reimbursement of the nonrecoverable cost of tuition for the educational program, if the shift change requires the employee to discontinue the educational program.

State
7/20/19

Annette Kahn
Kelly DeRoss

Ben Bayliss
Marian Jong-Hui



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.17.17 Mixed Shift Work Weeks (Unit 17)

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- A. A mixed shift work week is one in which an employee is regularly scheduled to work more than one shift or watch in fulfilling his/her normal forty (40) hour work week schedule.
- B. Within thirty (30) days of receiving a written request from SEIU Local 1000, the State agrees to meet at the local worksite to discuss issues relating to the scheduling of mixed shift work weeks. At these local meetings, the parties shall seriously consider alternative scheduling methods for mixed shift work weeks as well as the following alternatives in lieu of full-time mixed shift work week assignments: using in-house registries, outside registries and intermittent work. Up to three (3) representatives of the Union shall be released without loss of compensation for these

TA @ 2017

Union

meetings.

C. It is the intent of the State not to arbitrarily make mixed shift work weeks for punitive reasons.

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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.18.17 Rescinding Approved Time Off (Unit 17)

TA @ 2028
Union

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A. Approval for the use of accrued compensating time off (CTO), holiday credit, personal holiday, or vacation/annual leave credits shall not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services. The State shall provide advance notice of such cancellation, whenever possible.

B. When scheduled CTO, holiday time off or vacation/annual leave is rescinded the State shall give priority consideration to the employee's request to reschedule the rescinded time off.

C. If the employee suffers a financial loss from the cancellation of vacation/annual leave, holiday time off or CTO time approved in writing, the employee may submit a Victims Compensation and Government Claims Board claim for nonrefundable

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TA @2018
Union

expenditures which can be verified. The department shall support the claim, whenever possible.

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Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1000
@ 1435
8/5/2019

The Union proposes the following rollover language:

19.18.20 Rescinding Approved Time Off (Unit 20)

A. Approval for the use of accrued compensating time off (CTO), vacation, or annual leave credits will not be rescinded unless the State determines the employee's presence is necessary for coverage, workload, or the continuation of services.

B. When scheduled CTO, vacation, or annual leave is rescinded, the State shall give priority consideration to the employee's request to reschedule the rescinded time off.

C. If the employee suffers a financial loss from the cancellation of CTO, vacation or annual leave that has been approved in writing, the employee may submit a Victim Compensation and Government Claims Board claim for nonrefundable expenditure which can be verified. The employer will support the claim.

[Handwritten signatures: Karen Frankh, Patricia P. Pagan, Stephanie Hanks, and others]

State

[Handwritten signatures: Annette Kern, and others]

8/7/19

TAC @ 11:22 pm



State

Union Proposal

Bargaining Unit 3

Date 8-7-19

Proposal No: 1

The Union proposes the following rollover language:

19.19.3 Work Week Group E or SE (Unit 3)

The State of California (CalHR), employer, and Service Employees International Union, Local 1000, as the exclusive representative for Bargaining Unit 3 (Professional Educators and Librarians), agree that:

- A. In the agreement between the parties (7/1/99 to 7/2/01), the parties agreed to place all Bargaining Unit 3 employees in Work Week Group 4C.
- B. In February 2000, in order to be consistent with the structure of the Fair Labor Standards Act (FLSA), the employer changed the name of Work Week Group 4C to either E or SE.
- C. In Unit 3, all employees designated E or SE remain covered by section 19.1.3, paragraph F, regardless of E or SE designation.
- D. Section 19.1, paragraphs A through D, generally describe hours of work for State

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Greg
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employees. However, section 19.1.3, paragraph F, Work Week Group Policy for FLSA – Exempt/Excluded Employees specifically describes the provisions of the Work Week Group designations for BU3 specified above.

[Signature]
Suzanne Knapp

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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.19.17 Work Week Group (WWG) Definitions (Unit 17)

A. WWG "2" applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA). Overtime for employees subject to the provisions of the FLSA is defined as: "all hours worked in excess of forty (40) hours in a period of one hundred sixty-eight (168) hours or seven (7) consecutive twenty-four (24) hour periods."

B. WWG "E" includes classes that are exempted from coverage under the FLSA because of the "white-collar" (administrative, executive, professional) exemptions. To be eligible for this exemption a position must meet both the "salary basis" and the "duties" test. Consequently, WWG "E" applies to classes and positions with no minimum or maximum number of hours in an average workweek. Exempt employees are paid

*TA @ 2018
Union*

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on a "salaried" basis, and the regular rate of pay is full compensation for all hours worked to perform assigned duties. However, these employees shall receive up to eight (8) hours holiday credit when ordered to work on a holiday. A "salaried" employee may not receive any form of overtime compensation, whether formal or informal.

C. WWG "SE" applies to those positions that under the FLSA are statutorily exempt, (physicians, attorneys, and teachers) from coverage.

TA @ 2028
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D. Steadman
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Union Proposal

Bargaining Unit 21

Date 7/30/19

Proposal No: 1

TA @
4:07 PM

The Union proposes the following rollover language:

19.19.21 Work Week Group E - Policy (FLSA-Exempt) (Unit 21)

State employees who are exempt from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

7/30/19
Miguel Cordero
[Signature]

Following is the State's policy for all employees exempt from the FLSA:

1. Management determines, consistent with the current MOU's, the products, services, and standards which must be met by FLSA-exempt employees.
2. The salary paid to FLSA-exempt employees is full compensation for all hours worked in providing the product or service.

State
Marian
Jong Hui
Annette Kuhn
Kelly DeBos
Guy Burgergraf

3. FLSA-exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal.
4. FLSA-exempt employees are expected to work within reason as many hours as necessary to accomplish their assignments or fulfill their responsibilities.
5. Consistent with the services which management has determined must be provided, FLSA-exempt employees are to be given discretion in establishing their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts, must receive approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave) and for absences of one day or more, and must respond to directions from management to complete work assignments by specific deadlines.
6. Consistent with the salaried nature of FLSA-exempt employees, these employees:

1. Shall not be charged any paid leave for absences in less than whole day increments.
2. Shall not be docked for absences of less than a day.

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Marian Jorgthui
Annika Kuhn
Kelly DeBross

3. Shall not be suspended for five (5) days or less when facing discipline.
4. Shall not have absences of less than a day recorded for attendance, record keeping, or compensation purposes.
5. May be allowed, with approval of appointing power, absences with pay for one or more whole days due to excessive work load or other special circumstances not defined in their duty statement.

Miguel Cordova

~~Bill #11~~

Chris Sheffield

State

Marian Jony Hui

Annette Kuhn

Kelly DeBross



TAC
4:07 PM

Union Proposal

Bargaining Unit 21

Date 7/30/19

Proposal No: 1

7/30/19

Myra Cardon
[Signature]
[Signature]

The Union proposes the following rollover language:

19.19.21(a) Guidelines for Applying Work Week Group E Policy (Unit 21)

The purpose of this document is to provide additional guidelines for both supervisor and the employee to assist them in applying the WWG E work week group policy as implemented on January 24, 1994.

Not discussed fully in the WWG E policy is the essential need for ongoing communication between supervisor and employee. This is, of course, two way communication not merely one way. While no one can lay down absolute rules for how often supervisors and employees need to have dialogue, they must do so frequently enough so that both are provided with information they need for each to fulfill their roles in completing work and achieving the mission and goals of the organization.

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Jony Hui
Wendy Kaker
Kelly DeBos
Suey Burghs

WWG E employees are not paid for time spent per se, but for work performed. It is therefore appropriate that the focus of the dialogue between supervisors and employees be primarily on what work is to be done, when it is to be completed, and

perhaps, how it is to be completed. This includes, not only, specific work and products that have definite deadlines, but also ongoing functions such as interaction with or providing consultation to other employees. Generally, prescribing specific hours should not be necessary. The needs of those receiving consultation or advice and their availability, coupled with the other work requirements an employee has, should indicate how these important needs can be met. This may be by a variety of methods and it may employ time frames that change from week to week, in some cases, while in others the time spent in providing consultation to colleagues, etc, may be fairly fixed and consistent.

MC
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As much as possible, the employee should be given flexibility in determining how and when this is done, provided that this function is being adequately taken care of. If an employee fails to fulfill this function, it may indicate the need for a more fixed schedule in terms of being available. It is important, also, that if work requirements and/or deadlines or other situations change, that the supervisor continue to inform the employee on a timely basis of such factors so that the employee is able to make whatever adjustments are necessary in terms of effort, time, and/or changing priorities to meet the changing expectations of the supervisor.

State
Marian
Jongthui
Annette Kahn
Kelly DeRoss

From the supervisor's point of view, it is important that the employee not only be diligent in working towards completion of various assignments, but also be diligent concerning providing the ongoing assistance and/or performance of his/her duties that may be necessary for the effective operation of the particular work unit. This means that as situations change or as work progresses, the supervisor needs to receive feedback from the employee on a fairly frequent basis, especially when any problem or change takes place that might require some adjustment in work, product, methodology, etc. It is also important in case changes occur that a supervisor must be able to communicate with an employee if needed. This makes it essential that employees are diligent in keeping their office informed of their whereabouts and their schedules. While it is not always possible, it should be done probably at least on a weekly basis. Where changes occur, these should be reported and the schedule adjusted accordingly. This does not necessarily mean the filling out of long detailed written schedules, in practically all cases, these are unnecessary. What is necessary is whatever it takes so that if a supervisor on Tuesday morning at 10 a.m. finds it essential to discuss an issue with an employee, that the employee's secretary or colleagues know the employee's schedule and how, if possible, he/she may be reached.

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Kathy DeRoss

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In the case of an employee's being at a doctor's appointment or in court or in a variety of other situations, the employee may not be reachable at a given time, but information should have been provided so that the supervisor knows when the employee will next either call in or be available for discussion. In some cases, arrangements which for example provide that the employee will be available during specific hours a given day may be useful in providing opportunities for either discussions with the supervisor and/or colleagues needing or providing assistance. These matters, of course, should all be discussed thoroughly by both supervisor and employee so there is a clear understanding of the expectations both have with regard to availability, completion of work assignments, etc.

State
Maurice
Jongthui
Annette Kahn
Ralf DeBos

You will note that in the paragraphs above, while times for consultation, etc. were discussed, there was little mention made of any sort of fixed hours or work schedule, except in the one hypothetical example in the last paragraph. This approach is in keeping with the WWG E concept since it avoids the notion that the employee is required to work a fixed work schedule. This is, in fact, the basic concept of the WWG E work week group policy and is what distinguishes it from WWG 2. Fixed work schedules that are not based on actual operational needs are not appropriate to the WWG E policy. While it is true that the typical

business hours of most State agencies and offices is from 8:00 a.m. to 5:00 p.m., Monday through Friday, this does not translate into requiring an 8:00 a.m. to 5:00 p.m. or other fixed schedule for all employees. While it may, in fact, be necessary for a particular WWG E employee to generally work a schedule that appears to follow the 8:00 a.m. to 5:00 p.m. regime, this should only occur because the work being performed dictates such a schedule. If in fact the work need not be performed during those specific hours, there is no operational need to require those specific hours, or any other specific hours for that matter. Counting hours is antithetical to the WWG E concept. Supervisors should be aware that it is not the time spent in the office, or even the time spent in the actual performance of duties that should be the subject of evaluation of an employee. Rather, the quality of work performed, the work product itself and the fulfillment of professional duties should be the focus of evaluation. If there are deficiencies in these areas, the corrective action/adverse action procedures should be followed.

If an employee is not available for consultation with other employees and is therefore not fulfilling that responsibility, that must be the focus of attention, not whether the employee is available during specific hours in the office. Employees need to be aware, however, that if they are not fulfilling their obligations

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Kelly DeBross

in terms of consultation with other employees, etc. management does have the right to temporarily impose a more fixed work schedule in order to insure that these duties are being performed. If this becomes a matter of dispute, then outside help should be sought so that the difference of opinion can be resolved. Where this does not occur, the expedited dispute procedure which has been negotiated should be followed.

Myel Carver

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Maniung Hui
Annette Fan
Kelly DeRos

07/22/19
2:10 pm



Union Proposal
Bargaining Unit 11

Date _____

Proposal No: 1

The Union proposes the following rollover language:

**19.20.11 Double Backs – Department of Food and
Agriculture (Unit 11)**

- A. Employees shall be given a minimum of twelve (12) hours off between scheduled shifts, unless it becomes necessary for them to return earlier because of unforeseen operational need or emergency.
- B. Nothing in this section precludes employees from requesting, and management from granting, double-back shifts.

T/A 4:46 pm

Brod Wilber
 Albert Manfred
 Robert Dutson
 Paul Jones
 Alan

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TA 4:46 pm
07/22/19

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 7/23/2019 11:27 AM



Union Proposal
Bargaining Unit 11

1:16 pm
08/16/19

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.21.11 Standby Duty – Department of Fish and Wildlife (DFW) (Unit 11)

- A. Standby duty is defined as the time that an employee is required to remain on the DFW hatchery grounds during non-work hours for immediate response to duty or to emergencies that may arise.
- B. Affected employees are those who are assigned to WWG 2 who reside in State-owned housing at DFW hatcheries, and are required to perform standby duty at the fish hatcheries.

- 1. While on standby duty, employees shall receive standby compensation at the rate of two (2) hours of compensating time off for fifteen (15) hours of standby duty. If an employee does not complete the fifteen (15) hours of standby duty, the DFW shall prorate the compensation earned in accordance

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with departmental procedure.

2. Where compensating time off is not practical, the appointing authority may authorize cash compensation. Required work in excess of the minimum work week is compensable as overtime in accordance with the basic workweek group that the particular class and position is allocated to, except for the time on standby duty.
3. When an employee is called back while on standby duty, the employee shall not lose standby duty pay as a result of earning call back credit pursuant to Article 19.11 (Call Back Time).
4. Employees on any approved leave shall not be required to work standby duty.

T/A
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TA 08/16/19
2:16pm

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Union Proposal

Bargaining Unit 15

Date ~~7/25/19~~ 8/2/19 11:53

10:52

Proposal No: 1

SEIU 1000

The Union proposes the following language:

~~19.23.15 Sliding Six, Six/Two (6/2) Schedules or Variations Thereof (Unit 15)~~

~~Upon written request from the Union, the State will meet and confer with the Union to abolish the "Sliding Six or Six/Two (6/2)" rotation cycle and establish a fixed day off schedule. The Union's request to meet and confer must be specific to the individual institution.~~

~~Mustafa~~
~~John M~~
~~april 15~~

~~Joan Borast~~
~~2/11~~

TA - deletion
8/2/19 @ 11:53
Stephanie

~~Signature~~
Maggie Greig



Union Proposal
Bargaining Unit 17

Date 8/18/19

Proposal No: 2

TA@1421
Union
K. Cant
1/8/19
B. M. ...
D. Stecher
M. J. ...

The Union proposes the following rollover language:

19.24.17 Floating (Unit 17)

Floating of Unit 17 staff may be utilized to avoid and/or minimize mandatory overtime assignments. Those programs where it is determined that special client/patient care is required (e.g., SNF, ICU), Unit 17 employees will be provided appropriate orientation prior to the start of the assignment.

Where necessary and practical, a mentoring assignment will be made. The facility will attempt to float between program/unit with similar client/patient needs. Registered Nurses shall not be floated to replace a non-licensed function.

Registered Nurses shall not be floated to replace a non-RN position or function unless all other staffing efforts have been exhausted.

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M. ...
J. ...
O. ...



Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.25.17 Travel Time (Unit 17)

A. Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by WWG 2 shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

B. Nurse Practitioners called back to work under 19.11 (Call Back Time) shall be provided one (1) hour compensated time off (CTO) for travel time.

*TA @ 2019
Union*

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Union Proposal

Bargaining Unit 17

Date 8/6/2019

Proposal No: 1

The Union proposes the following rollover language:

19.26.17 Workweek Correctional Institutions (Unit 17)

A. Notwithstanding any other provisions of this Article, any Unit 17 employee desiring to work an alternate number of hours during the workweek (i.e., twelve [12] hour shifts) will do so with the understanding that overtime shall be computed on a forty (40) hour work week. Hours worked in excess of the pay period due to an employee's normal work schedule will be treated as excess hours.

B. Vacation and sick leave (or annual leave) hours will continue to be accumulated in accordance with Article 8 (Leaves). Vacation and sick leave (or annual leave) hours used will be charged based on an employee's scheduled work shift.

C. A maximum of eight (8) hours shall be credited for each holiday and personal holiday earned.

*TA @ 2029
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K. Cant
D. Stedmy
Tony J...
B. M...
M. K...*

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*Paul
John
A. V.*



Union Proposal

Master Table

Date 8/20/19

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Proposal No: 2

9:02 PM
State

W. Swalker

The Union proposes the following language:

19.27 Special Schools Calendar (Units 3, 4, 15, 17 and 20)

A. The Superintendent of a State Special School shall obtain input from employees during the development of the proposed academic calendar. Special School employees shall receive a copy of the proposed calendar prior to the adoption of the calendar. In addition, if a Special School proposes to change the number of in-service training days from the prior academic year, the Special School shall notify the teachers and obtain input.

B. During the term of this Contract, the Director of State Special Schools hereby agrees that he/she will provide the Union with copies of proposed academic calendars for each of the Special Schools for the following academic year by April February 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached

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Handwritten signatures and initials on the right side of the page, including names like 'M. P. P.', 'C. P. P.', 'S. P. P.', 'D. P. P.', and 'J. P. P.'.

within thirty forty-five (30 45) days from the date of notice to the Union, the Director shall be free to implement the calendar or calendars unilaterally. In the event of an emergency or of events beyond the control of the Director, the State Special School shall be free to make such change in any or all of the academic calendars for the Special Schools as are required by operational necessity.

W. Swadlow
Andrew
Almar
Tracy
Karen
Mary
Brook

- C. Within thirty (30) calendar days of the adoption of an academic calendar, the State Special School shall provide a copy of the academic calendar to Special School employees.
- D. Time limits established in subsection B and C above can be extended by mutual agreement of both parties.

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T/A 8/6/19
4:02 PM

Union Proposal
Bargaining Unit 21

Date 8/6/19

Proposal No: 1

The Union proposes the following language:

19.28.21 Reduced Work Time (Unit 21)

Employees who voluntarily reduce their work time pursuant to the Reduced Work Time Act shall have right of return to full-time employment pursuant to Government Code section 19996.24 and DPACalHR rule 599.836

T/A 8/6/19
Myel Carlin
Chris Kufeld

STATE
Guy Burgheraef
Marian Jorg Hui
Annette Kahn
Kully ReBoss

1:31 pm.



Union Proposal
Bargaining Unit 21
Date 7/26/19

Proposal No: 1

7/26/19

Mykel Carter

The Union proposes the following rollover language:

[Signature]

19.29.21 Release Time for Commercial Driver's License Examination (Unit 21)

[Signature]

A. Upon ten (10) work days advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for an incumbent permanent employee to take the Class A and/or Class B commercial driver's license examination, provided:

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7/26/19

1. The employee is required to have the designated commercial driver's license and endorsement(s);
2. The examination is scheduled during the employee's scheduled work hours;
3. The examination does not interfere with operational needs of the department; and
4. The employee has a valid current medical certification, acceptable to DMV.

If medical certification provided by a

Annetta Kahn
Kelly DeRoss
Benjamin [Signature]
Marianne [Signature]

department designated contractor physician or clinic is rejected by DMV on the date scheduled for examination that requires an employee to schedule an additional medical examination date, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.

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~~John~~
~~[Signature]~~

B. Upon ten (10) work days notice, the department will allow the employee to use a State vehicle or equipment appropriate for the license examination. It is understood by the parties, that use of the equipment or vehicle may be delayed for operational reasons.

C. Each department, at the request of an employee required to upgrade their current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs, relating to the obtaining of a

State
7/26/19

Annett Kahn
Kelly DeRoss
Gunsburg Graef
Marian Jones Hill

commercial driver's license, which become
available to the State.

Miguel Cardozo
~~by~~

Ann Linfield

State
7/20/19

Annette Kuhn
Kelly DeRoss

Guy Bourgeois

Marian Jongs Hui



TA 3:32pm
8/9/19

Union Proposal
Bargaining Unit 21

Date _____

Proposal No: 2

The Union proposes the following language:

~~19.30.21 Community Colleges Program Assistant I (CCPA I)
— FLSA Exempt (Unit 21)~~

~~The Community Colleges Program Assistant I (CCPA I) is the only education assistant classification in the Unit 21 series that is Work Week Group 2 and not Federal Fair Labor Standards Act (FLSA) exempt. To be consistent with the other education assistant classifications in the Unit 21 series, it is agreed upon between the State and the Union to make the CCPA I employees at the California Community Colleges exempt from the overtime requirements of State and Federal applicable wage and hour laws. There will be no overtime given to such employees for hours worked in addition to eight (8) hours per day or forty (40) hours per week. Such employees shall be treated as salaried/professional employees for all purposes including but not limited to leave time and work hours.~~

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Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1000
@ 1440
8/5/2019

The Union proposes the following rollover language:

19.31.20 Split Shifts (Unit 20)

The State shall make every effort to avoid split shifts, and shall consider alternative scheduling methods prior to implementing a split shift. When there is no alternative scheduling method and a split shift is scheduled, the gap between the two parts of the shift shall not exceed two and one-half (2.5) hours.

Disputes concerning this section shall be grievable up to CalHR level for review and shall not be arbitrable.

[Handwritten signatures: Karen Franklin, Patricia J. Hegner, Steve Charles]

[Handwritten signature: Ms. K.]

state

[Handwritten signatures: G. J. ...]



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

OTA
SEIU 1000
@ 1436
8/5/2019

The Union proposes the following rollover language:

19.32.20 Overtime Distribution at the California School for the Deaf, Riverside (Unit 20)

The purpose of this agreement is to distribute overtime among Bargaining Unit 20 employees at California School for the Deaf, Riverside, in an equitable manner.

[Handwritten signatures in black and purple ink]
Korey Franklin
WJ
Patricia J. Heyman
Steph Charles
WJ

A. Five (5) overtime lists will be created for Counselors.

The lists will be titled, "Master Overtime List", "Elementary Area Overtime List", "Middle School Area Overtime List", "High School Area Overtime List" and "Special Needs Area Overtime List". These lists will be created within five (5) working days from the date of this Agreement.

1. One overtime list will be created for Night Attendants. The list will be titled, "Night Attendant Overtime List."

2. The Master Overtime List will include the names of every Counselor, regardless of their area assignment. The Counselors will be ranked on

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Annette Kahn

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the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The Counselor at the top of the list will be the Counselor who has been offered the least amount of overtime hours since the beginning of the academic school year; the list will progress down to the Counselor at the bottom of the list who has been offered the most amount of overtime hours since the beginning of the academic school year.

3. The Elementary Area Overtime List will include only those Counselors who are assigned to the Elementary Area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described in the above paragraph.
4. The Middle School Area Overtime List will include only those Counselors who are assigned to the Middle School Area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic

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school year.

5. The High School Area Overtime List will include only those Counselors who are assigned to the High School Area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described above.

6. The Special Needs Area Overtime List will include only those Counselors who are assigned to the Special Needs area. The Counselors will be ranked on the list by the amount of overtime hours they have been offered since the beginning of the academic school year. The list will be a progression as described above.

B. If an overtime opportunity arises for an Area, Counselors on the applicable list will be offered the opportunity first. The Counselor on the applicable Area overtime list who is at the top of the list (i.e., has been offered the least amount of overtime hours) will be offered the opportunity first; if that

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Counselor declines the opportunity, the Counselor next on applicable Area overtime list will be offered the opportunity, and so on until the applicable Area overtime list is exhausted.

If an overtime opportunity arises that does not have an Area need (for example, bus duty or homecoming), the opportunity will be offered using the Master Overtime List. The Counselor who is at the top of this list (i.e., has been offered the least amount of overtime hours) will be offered the opportunity first; if that Counselor declines the opportunity, the Counselor next on the list will be offered the opportunity, and so on until the list is exhausted.

- C. Management will record the number of hours of overtime each employee is offered.
- D. On the 15th of every month, new lists will be created by management to adjust the ranking of the employees on the lists by number of hours of opportunity they were offered. The list will be posted at the DOR office upon it being updated on the 15th of each month and e-mailed to all Counselors and

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Night Attendants.

E. An Overtime Preference Survey form shall be circulated to all affected staff. If an employee has indicated on a signed survey form that he/she is unavailable and does not choose to work overtime on certain days and/or times, he/she will not be offered overtime for those days and/or times. (This section shall not change/amend any provision in the current Contract's regarding State's Rights on mandatory overtime.)

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F. The overtime lists will be followed except where precluded by emergency. Emergency is defined as a sudden happening or unforeseen situation that needs immediate action or attention.

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G. If overtime becomes available two (2) hours or less prior to the start time of the overtime assignment, the assignment will be offered to the employee at the top of the applicable list, who is currently on duty, and who is available to work the overtime.

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Annita
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H. Night Attendants will not be offered Counselor overtime unless the Counselor overtime list has been exhausted. Counselors will not be offered Night

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Attendant overtime unless the Night Attendant list has been exhausted.

I. Employees may submit an Overtime Preference Survey form five times per school year (September 15, November 15, January 15, March 15, and May 15). Management will use the most recent Overtime Preference Survey form on file for each employee.

J. If an employee is called at home, and management reaches an answering machine/service, management will leave a message advising the employee of the overtime opportunity. Management will then continue through the overtime list(s). If the employee calls back before another employee accepts the overtime, that employee will be allowed to accept the overtime. If the employee calls back after another employee accepts the overtime, that employee will not be allowed to accept the overtime.

K. Disputes involving this provision may be addressed at a Labor/Management Committee (Riverside).

*Shelene
Karen Franklin
W for
Patricia K...*

*Shane Charles
W J...*

Stete

*Hilda
Ann...
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*Jean...
A*



Union Proposal

Bargaining Unit 15

Date 8/2/19

11:45 AM

Proposal No: 1

SEIU1000
[Handwritten signatures and initials]

The Union proposes the following rollover language:

19.33.15 Call In Procedures (Unit 15)

Employees will call in to their immediate supervisor, or if unreachable, the designee of the immediate supervisor.

Department call-in procedures shall be submitted, in writing, to all employees. Written procedures must include the phone number of the designee for any time of the day.

T.A. 8/2/2019 11:45 AM

Stacy Sullivan
[Signature]

[Signature]
Maopri G. Reig



Union Proposal
Unit 17 & 20 Sidetable

Date 8/26/19

Proposal No: 3

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0207 28 Aug 19
Unit 17
[Handwritten signatures]

The Union proposes the following:

19.34 Department of Corrections and Rehabilitation (CDCR)

- Division of Juvenile Justice (DJJ) and California

Correctional Health Care Services (CCHCS) Joint Labor

Management Task Force for the Strategic

Elimination/Reduction of Mandatory Overtime for RNs,

LVNs, CNAs, and MAs at Department of Corrections and

Rehabilitation (CDCR) and California Correctional Health

Care Services (CCHCS) Joint Labor Management Task

Force) (Units 17 and 20)

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Unit 20
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The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end, the parties recognize and understand the importance of strategically eliminating/reducing mandatory overtime for Registered

Nurses (RNs), Licensed Vocational Nurses (LVNs), and Certified Nurse Assistants (CNAs), and Medical Assistants (MAs). ~~The parties also recognize that there are going to be circumstances and emergencies where mandatory overtime is necessary, however, it should be the exception and not the norm.~~

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A. To accomplish the strategic elimination/reduction of mandatory overtime by January 1, 2021, the parties agree to continue the Joint Labor Management Task Force (JLMTF) established in the 2016-2020 contract.

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B. The JLMTF shall consist of an equal number of Union and CDCR/CCHCS committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. The dates and times shall be mutually determined and the committee members shall not suffer loss in compensation.

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C. The JLMTF shall meet every other month to determine the triggers that necessitate the use of MOT outside of emergencies, and develop a toolkit to help the different facilities as they reduce mandatory overtime.

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~~B. The JLMTF shall reach the following benchmarks:~~

- ~~1. Meet quarterly to develop recommendations; and~~
- ~~2. CDCR/CCHCS shall track the number of voluntary and mandatory overtime hours at each facility for RNs, LVNs and CNAs. On a quarterly basis, CDCR/CCHCS shall submit to the Union the total number of voluntary and mandatory overtime hours worked.~~

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~~C. By November 1, 2018, the JLMTF shall make recommendations on the following:~~

- ~~a. Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;~~
- ~~b. Training, for applicable employees, on core staffing principles, best practices, the appropriate~~

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~~use of overtime, and ways to avoid mandatory overtime; and~~

~~e. Assessment and staffing best practices, a contingency staffing system, avenues for staff engagement in the scheduling process, and creative scheduling solutions.~~

~~D. The State and the Union shall develop a plan for implementing the JLMTF recommendations.~~

Unit 17

~~[Handwritten signatures for Unit 17: James, [unclear], [unclear], [unclear], [unclear]]~~

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~~[Handwritten signatures for State]~~

Unit 20

~~[Handwritten signatures for Unit 20: Susan [unclear], Karen Frank, [unclear], [unclear], [unclear]]~~



Union Proposal
Master Table

Date _____

*State
Gustavo Rodriguez*

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2:09 AM
Proposal No: 2*

*TA
0209 28 Aug 19
Unit # vgwadice
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The Union proposes to DELETE the following language:

~~19.35 Elimination/Reduction of Mandatory Overtime for RNs and LVNs at Department of Developmental Services (DDS) Joint Labor Management Task Force (Units 17 and 20)~~

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Nanessa S...
Tony J...
D. S...*

~~The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end the parties recognize and understand the importance of eliminating/reducing mandatory overtime for Registered Nurses (RNs) and Licensed Vocational Nurses (LVNs). The parties also recognize that there are going to be circumstances and emergencies where mandatory overtime is necessary; however, it should be the exception and not the norm.~~

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*Unit 20
Susan...
Lara...
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Patricia...*

~~A. To accomplish the elimination/reduction of mandatory overtime by July 1, 2019, the parties agree to establish a Joint Labor Management Task Force (JLMTF) within ninety (90) days of the ratification of this contract.~~

~~The JLMTF shall consist of an equal number of~~

~~Union and DDS committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. The dates and times shall be mutually determined and the committee members shall not suffer a loss in compensation.~~

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~~B. The JLMTF shall reach the following benchmarks:~~

- ~~1. Meet quarterly to develop recommendations; and~~
- ~~2. The DDS shall track the number of voluntary and mandatory overtime hours at each facility for RNs and LVNs. On a quarterly basis, the DDS shall submit to the Union the total number of voluntary and mandatory overtime hours worked.~~

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~~C. By November 1, 2018, the JLMTF shall make recommendations on the following:~~

- ~~1. Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;~~
- ~~2. Training, for applicable employees, on core staffing principles, best practices, the appropriate~~

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use of overtime, and ways to avoid mandatory overtime; and

3. ~~Assessment and staffing best practices, a contingency staffing system, avenues for staff engagement in the scheduling process, and creative scheduling solutions.~~

D. ~~The State and the Union shall develop a plan for implementing the JLMTF recommendations.~~

W. Walker
X. Court
R. Mohr
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P. Stecker
Tom J. ...
Russ Benson
Karen Frakly
Steve ...
W. ...
Richard J. ...

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Union Proposal

Master Table

Date 8/26/19

*State
Kristine Pedrique
2:10 AM*

Proposal No: 2

*TA
0210 28 Aug 19
unit 17 ygw*

The Union proposes to modify the following language:

19.36 Department of State Hospitals (DSH) Joint Labor Management Task Force for the Strategic

Elimination/Reduction of Mandatory Overtime for RNs and LVNs (Units 17 and 20)

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end, the parties

recognize and understand the importance of strategically *-reducing* eliminating/mandatory overtime for Registered Nurses

(RNs) and Licensed Vocational Nurses (LVNs). ~~The parties also recognize that there are going to be circumstances and emergencies where mandatory overtime is necessary; however, it should be the exception and not the norm.~~

A. To accomplish the strategic reduction of mandatory overtime by January 1, 2021, the parties agree to continue the Joint Labor Management Task Force

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Tony Zed
B. Mub
Nanda S

Unit 20
Susan Penn
Steph M
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Kara Frank*

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(JLMTF) established in the 2016-2020 contract.

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B. The JLMTF shall consist of an equal number of Union and DSH committee members; not to exceed four (4) representatives for each side. Each shall appoint their own co-chair. The dates and times shall be mutually determined and the committee members shall not suffer loss in compensation.

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C. The JLMTF shall meet every other month to determine the triggers that necessitate the use of mandatory overtime outside of emergencies, and develop a toolkit to help the different facilities as they reduce mandatory overtime.

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~~B.~~ The JLMTF shall reach the following benchmarks:

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- ~~1. Meet quarterly to develop recommendations; and~~
- ~~2. DSH shall track the number of voluntary and mandatory overtime hours at each facility for~~

~~RNs and LVNs. On a quarterly basis, DSH shall submit to the Union the total number of voluntary and mandatory overtime hours worked.~~

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~~K. Amant~~ *you work*
~~Dai Steady~~
~~Tracy Z...~~
~~...~~

~~C. By November 1, 2018, the JLMTF shall make recommendations on the following:~~

~~a. Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;~~

~~b. Training, for applicable employees, on core staffing principles, best practices, the appropriate use of overtime, and ways to avoid mandatory overtime; and~~

~~c. Assessment and staffing best practices, a contingency staffing system, avenues for staff engagement in the scheduling process, and creative scheduling solutions.~~

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[Handwritten initials and signatures]

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~~Russ...~~
~~Stacy...~~
~~W...~~
~~Kara Frank~~

~~D. The State and the Union shall develop a plan for implementing the JLMTF recommendations.~~



Union Proposal
Master Table

Date 8/26/19

*State
Frestre Rodriguez
2/2/19*

Proposal No: 2

The Union proposes to modify the following language:

19.37 Department of Veterans Affairs (DVA) Joint Labor Management Task Force for the Strategic Elimination/Reduction of Mandatory Overtime for RNs, LVNs, and CNAs (Units 17 and 20)

The Union and the State agree that mandatory overtime is not an effective staffing tool. To that end, the parties recognize and understand the importance of strategically eliminating/reducing mandatory overtime for Registered Nurses (RNs), Licensed Vocational Nurses (LVNs), and Certified Nurse Assistants. ~~The parties also recognize that there are going to be circumstances and emergencies where mandatory overtime is necessary; however, it should be the exception and not the norm.~~

A. To accomplish the strategic elimination/reduction of mandatory overtime by January 1, 2021, July 1st,

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J. Cant
B. Mat
D. Stader
T. Z...*

*Unit 26
Susan
Karen
Steve
W. J...*

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~~2019~~ the parties agree to continue ~~establish a the~~
Joint Labor Management Task Force (JLMTF)
established in the 2016-2020 contract ~~within ninety~~
~~(90) days of the ratification of the contract.~~

B. The JLMTF shall consist of an equal number of
Union and CDVA committee members; not to
exceed four (4) representatives for each side. Each
shall appoint their own co-chair. The dates and
times shall be mutually determined and the
committee members shall not suffer loss in
compensation.

C. The JLMTF shall meet every other month to
determine the triggers that necessitate the use of
mandatory overtime outside of emergencies, and
develop a toolkit to help the different facilities as
they reduce mandatory overtime.

~~B.~~ The JLMTF shall reach the following
benchmarks:

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1. ~~Meet quarterly to develop recommendations; and~~
2. ~~CDVA shall track the number of voluntary and mandatory overtime hours at each facility for RNs, LVNs and CNAs. On a quarterly basis, CDCR/CCHCS shall submit to the Union the total number of voluntary and mandatory overtime hours worked.~~

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C. ~~By November 1, 2018, the JLMTF shall make recommendations on the following:~~

- a. ~~Patient and staff needs by tracking trends in patient acuity, overtime use and overall staffing processes;~~
- b. ~~Training, for applicable employees, on core staffing principles, best practices, the appropriate use of overtime, and ways to avoid mandatory overtime; and~~
- c. ~~Assessment and staffing best practices, a contingency staffing system, avenues for staff engagement in the scheduling process, and creative scheduling solutions.~~

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C. ~~The State and the Union shall develop a plan for implementing the JLMTF recommendations.~~

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Steve Charles
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TA 443 Amy
Kishore Laduque
Gregory J. Cettolj

W. Walker

Management Proposal (Counter)

Unit 17

Bargaining Units: 17 and 20

Exclusive Representative: SEIU Local 1000

Date: 8/28/19

Article: 19

Subject: HOURS OF WORK AND OVERTIME

19.X Mandatory Overtime

The State and the Union agree that mandatory overtime should be reduced. Over the term of this agreement the number of mandatory overtime shifts employees are required to work shall be reduced. The first reduction shall occur on January 2, 2020. The second reduction is proposed to take effect on July 1, 2021.

The California Department of Human Resources, the Department of Finance, and the affected departments shall develop recommendations to successfully implement the proposed reductions in mandatory overtime. No later than January 31, 2021 the State and the Union shall meet and confer over the implementation of the proposed reductions. If the State or the Union do not mutually agree that the reductions proposed for July 1, 2021 can be implemented successfully, the reductions shall occur on July 1, 2022.

This section applies to the following provisions:

- 19.13.20 Overtime Mandatory Scheduling – Excluding California Department of Corrections and Rehabilitation LVNs and CNAs (Unit 20)
- 19.14.17 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services (Unit 17)
- 19.14.20 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services LVNs (Unit 20)
- 19.15.17 Overtime Mandatory Scheduling (Excluding CDCR)(Unit 17)
- 19.15.20 Overtime Mandatory Scheduling – California Department of Corrections and Rehabilitation and California Correctional Health Care Services CNAs (Unit 20)

B. M. Smith
D. Steadman
T. J. ...
K. ...

Unit 20
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