



Union Proposal
Master Table

Date _____

6014
8/28/19

Kristine Rodriguez
Proposal No: 2

Susi Barua

TA 0917 28 AUG 19

The Union proposes the following language:

9.1 Health Benefits Plans (Excludes Units 3 and 17)

*TA SEIU Local 1000
ygnwaeleer*

*Karen Joffe
Baral Willes
Myquel Castro
Maurice
Luisa Keame
Robert Vega
Brooke Piermar*

A. Upon ratification the employer health benefits contribution for each employee shall be an amount equal to eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service

*CG
Susan Dancy
Donna Hodlesky
Patty
Name Polito
Gulf
BFB
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Haley M...
810
Katy Ross
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TA SEIU Local 1000

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enrollment, excluding family members, during the previous year. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

B. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

C. Health Benefits Eligibility

1. Employee Eligibility - For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

2. Permanent Intermittent (PI) Employees

a. Initial Eligibility – A PI employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1

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TA SEIU Local 1000

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through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 calendar days from the end of the qualifying control period.

b. Continuing Eligibility – To continue health benefits, a PI employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

3. Family Member Eligibility - For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

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Union Proposal
Bargaining Unit 3

Date _____

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8/28/19
Kustio Rodriguez

Proposal No: 1

The Union proposes the following language:

Suzanne Knapp
Knapp

9.1.3 Health Benefits Plan (Unit 3)

A. Health Program Description

2124 28 Aug 19

TA SEIU Local 1000

1. Effective the first day of the pay period following ratification of this Agreement the State will continue to pay the employer health contributions rates established on January 1, ~~2016~~2019. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

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Suzanne Knapp
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- a. The State shall contribute ~~\$562~~ \$583 per month for coverage of an eligible employee (Party code one).
- b. The State shall contribute ~~\$1,128~~ \$1,170 per month for coverage of an eligible employee plus one dependent (Party code two).
- c. The State shall contribute

~~\$1,469~~\$1,518 per month for coverage of an eligible employee plus two or more dependents (Party code three).

The employer health benefits contribution for each employee shall be a flat dollar amount equal to 80 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional flat dollar amount equal to 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. The

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established flat dollar amounts shall be increased or decreased as appropriate pursuant to the formulas on January 1, ~~2017~~2020, January 1, ~~2018~~2021, January 1, ~~2019~~2022, and January 1, ~~2020~~2023. There shall be no further increase or decrease to the amount(s) in subsequent years without a negotiated Agreement.

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2. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

3. Health Benefits Eligibility

a. Employee Eligibility

For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

b. Permanent Intermittent (PI) Employees

Initial Eligibility – A Permanent Intermittent employee will be eligible to enroll in health benefits ~~during~~

each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) calendar days from the end of the qualifying control period.

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Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two consecutive control periods.

c. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB26 (Chapter 588, Statutes of 1999).

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Suzanne Knapp
[Handwritten signature in blue ink]



Union Proposal
Bargaining Unit 17

Date _____

6:15 PM
8/28/19

Kristine Rodriguez
Proposal No: 2

The Union proposes the following language:

**9.1.17 Health Benefit Plan/Dental/Vision Benefits
Service Plan (Unit 17)**

A. Consolidated Benefits (CoBen) Program

Description

1. CoBen Allowance

Upon ratification by the Legislature, the State agrees to pay the following contribution for the Consolidated Benefits (CoBen) Allowance.

The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

The employer health benefits contribution for each employee shall be an amount equal to

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Vanessa Saif

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eighty percent (80%) of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

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When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the

month following the date the notification is received by the State Controller's Office if the notice is received by the tenth (10th) of the month.

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2. Description of the Consolidated Benefit (CoBen) Program

Employees will be permitted to choose a different level of benefit coverage according to their personal needs, and the State's allowance amount will depend on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:

- a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by CalHR, the health benefit enrollment party code will determine the allowance amount.
- b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies that he/she

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has qualifying group health coverage from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.

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- c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by CalHR and certifies that he/she meets the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, including but not limited to having has qualifying group health coverage and dental coverage from another sources the employee will may enroll in the CoBen Cash Option Program during the open enrollment period or as newly eligible to receive one hundred fifty-five dollars (\$155) in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees

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may not disenroll from vision coverage. Employees do not pay an administrative fee.

d. ~~Permanent Intermittent (PI) employees shall only be eligible to participate in the CoBen Cash Option and receive a six (6) month cash payment for the first control period of each plan year.~~

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e.d. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that he/she meets the eligibility criteria for state-sponsored health benefits and the CoBen Cash Option Program, included but not limited to having has-qualifying group health coverage from another source, but enrolls in a dental plan administered or approved by CalHR, the employee may enroll in CoBen Cash Option Program during the open enrollment period or as newly eligible to receive the ~~difference between the applicable composite contribution and the cost of the dental plan selected and~~

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~~vision benefits, not to exceed one~~
hundred thirty dollars (\$130) per month.
(The State will pay the premium cost of
the dental plan and vision plan). Cash will
not be paid in lieu of dental benefits only
or vision benefits, and employees may not

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disenroll from vision coverage.
Employees do not pay an administrative
fee.

e. BU 17 Permanent Intermittent employees
may enroll in the CoBen Cash Option
Program as described in Section 18.1 of
this Contract.

f. If the monthly cost of any of the State's
benefit plans (health, dental and vision) in
which an employee elects to enroll
exceeds the State's maximum allowance
amount as set forth in subsection A1
above, the employee shall pay the
difference on a pre-tax basis. If there is
money left over after the cost of these
benefits is deducted, the remaining
amount will be paid to the employee as

taxable cash.

g. Employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the CoBen Cash Option.

B. Health Benefits Eligibility

1. Employee Eligibility

For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

2. PI Employees

a. Initial Eligibility – A PI employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in a PI control period. For purposes of this section, the control periods are January 1 through June 30

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and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in a health benefit plan within sixty (60) calendar days from the end of the qualifying control period.

- b. Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

3. Family Member Eligibility

For purposes of this section, “eligible family member” shall be defined by the Public Employees’ Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State’s office in accordance with AB 26 (Chapter 588, Statutes of 1999).

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4. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

C. Dental Benefits

1. Contribution

The employer contribution for dental benefits shall be included in the Consolidated Benefits Allowance as specified in subsection A (1) of this agreement.

2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsections B (1) and B (2) of this agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection B (3) of this agreement.

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D. Vision Benefit

1. Basic Plan Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution rates for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in section A (1). The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty five dollars (\$25) for materials.

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2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under subsections B (1) and B (2) of this agreement.

3. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits

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under subsection B (3) of this agreement.

4. Enhanced Vision Plan Option

Employees may elect to participate in the Premier Plan during an open enrollment period. Participation is at the employee's cost.

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L. O'Connell
D. Stach
M. Mukherjee
Tommy J. J. [unclear]
Vanessa [unclear]

S. [unclear]
H. [unclear]
G. [unclear]
S. [unclear]
S. [unclear]



Union Proposal
Master Table

Date _____

Let 5pm
8/28/19

Kristen Rodriguez

Proposal No: 2

Lea Banca

2017 28 AUG 19

The Union proposes the following language:

TA SEIU Local 1000

9.2 Dental Benefit Plans (Excludes Units 3 and 17)

A. Contribution Amounts

1. The State agrees to continue to pay the following contributions that went into effect January 1, ~~2016~~ 2019 for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Human Resources.

a. The State shall pay up to ~~\$37.28~~ \$38.12 per month for coverage of an eligible employee.

b. The State shall pay up to ~~\$65.09~~ \$66.56 per month for coverage of an eligible employee plus one dependent.

c. The State shall pay up to ~~\$94.09~~ \$96.21 per month for coverage of an eligible employee plus two or more

Susan Dawey
Dena Hordesky

Mame Polito

Greg

CEG

SM

ST

Kelly DeRoss

Bob W

W Wacker

Robert Vega

Susan

Brad Wilts

Helen

Nyle

Brooke Pieman

dependents.

2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty-five percent (25%) of the total premium.

B. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

C. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

D. Coverage During First Twenty-Four (24) Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have

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Union Proposal
Bargaining Unit 3

Date _____

10:46pm

8/28/19

Kristine Rodriguez
Proposal No: 1

The Union proposes the following language:

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[Signature]

9.2.3 Dental Benefit Plans (Unit 3)

A. Contribution Amounts

~~1. The State agrees to continue to pay the following contributions that went into effect January 1, 2016 for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the Department of Human Resources.~~

~~a. The State shall pay up to \$37.28 per month for coverage of an eligible employee.~~

~~b. The State shall pay up to \$65.09 per month for coverage of an eligible employee plus one dependent.~~

~~c. The State shall pay up to \$94.09 per month for coverage of an eligible employee plus two or more dependents.~~

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2/24 28 Aug 19

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Suzanne Krapp
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[Signature]
[Signature]
[Signature]

~~2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty five percent (25%) of the total premium.~~

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~~B. Employee Eligibility~~

~~Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1.3 of this Contract.~~

~~C. Family Member Eligibility~~

~~Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1.3 of this Contract.~~

~~D. Coverage During First Twenty-Four (24) Months of Employment~~

~~Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty four (24) months of employment~~

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without a permanent break in service during the
twenty-four (24) month qualifying period. However,
if no alternative plan or prepaid plan is available
within a fifty (50) mile radius of the employee's
residence, the employee will be allowed to enroll in
the indemnity or preferred provider option plan.

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Handwritten signatures in black ink:
TKM
Suzanne Knapp
Pat
C. J. [unclear]
M. B. [unclear]
Maureen [unclear]



Union Proposal

Master Table

Date _____

Yllkpm
8/28/19

Kristine Rodriguez

Proposal No. 2

Patricia

Iva Dancu

The Union proposes the following language:

9.3 Vision Benefit Plans (Excludes Units 3 and 17)

A. Program Description Basic Plan

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty-five dollars (\$25) for materials.

B. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

C. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and 9.1.3 of this Contract.

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TA SEIU Local 1000

Robert Vega

TRIN

Patricia

Alex Blum

Brad Willes

Myra Cook

Brook Perma

Susan Dawney

Donna Hodesley

NAME Blizo

Paul

Continued

Amy Mirant

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D. Enhanced Vision Plan Option

Employees may elect to participate in the Premier Plan during an open enrollment period. Participation is at the employee's cost.

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Robert Vega
TKELN
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Haren Ouffis
Susan Leone
Bred Allen
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Brooke Permar

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Union Proposal
Bargaining Unit 3

Date _____

6:16 PM
8/28/19
Kurt Holquist

Proposal No: 1

~~Pat~~
Guy
Buehner

The Union proposes the following language:

~~9.3.3 Vision Benefit Plans (Unit 3)~~

~~1. Program Description Basic Plan~~

~~The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty five dollars (\$25) for materials.~~

~~2. Employee Eligibility~~

~~Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.~~

~~3. Family Member Eligibility~~

~~Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 of this Contract.~~

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~~Will~~
Suzanne Knapp
~~Pat~~
Curt
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Maurice
Ann

KR
PK
CB

4. ~~Enhanced Vision Plan Option~~

~~Employees may elect to participate in the Premier Plan during an open enrollment period. Participation is at the employee's cost.~~

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Mike
Maurice / Tom
Chris / Tom



Union Proposal
Master Table

Date _____

6:17 pm
8/28/19

Kristen Rodrigues

Proposal No: 2

The Union proposes the following rollover language:

9.4 Out-of-State Supplemental Health Care Program

A. The State agrees to pay state employees headquartered out-of-state and cannot enroll in a CalPERS sponsored Health Maintenance Organization (HMO), \$1,200 per year.

B. Employees headquartered out-of-state and cannot enroll in a CalPERS sponsored Health Maintenance Organization (HMO) whose out-of-pocket medical expenses exceed the CalPERS sponsored Health Maintenance Organization (HMO) maximum out-of-pocket payment (MOOP), shall be reimbursed the actual expenses incurred above the CalPERS sponsored HMO MOOP up to their plan's MOOP.

*TA
2/18 28 Aug 19
Liz Borge 8/12*

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Ma Galt

Anna Pika

Robert Lee

Myel Corda

K. Cant

T. Bell

Brid Wilho

Karen Pika

Brooke Perna

Pat

Lisa Dana

Aty

Name Pika

Susan Daves

Dana

Kristen

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Union Proposal

Master Table

Date 8/8/2019

Proposal No: 1

The Union proposes the following rollover language:

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9.5 Employee Assistance Program (EAP)

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A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.

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John S
S. Sol
M. Patis
Donna Hadesey
Susan Dawey
James
Brynn
JMT

B. Each department head or designee shall designate an EAP Coordinator who shall arrange for programs to implement this section. Employees who are referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee

Key Roberts
Haglund
M. Hansen
Julia E. [unclear]

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Bob [unclear]
Robert [unclear]
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Almont
A. [unclear]
M. [unclear]
B. [unclear]

[unclear]
Gregory J. Cretell

using the EAP, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or State Disability Insurance. A list of all EAP Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.

C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.

D. Upon request by the Union, a department which has

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an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.

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Robert
Mare State
K. Lamm
A. Lamm
M. J. Carter
B. P. P. P.

E. Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

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Union Proposal

Master Table

Date 8-14-19

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8-12-19
Proposal No: 1 1:26pm

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14 Aug 19 1326
V. J. [unclear]
S. J.

The Union proposes the following rollover language:

9.6 Pre-Tax of Health and Dental Premiums Costs

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State, and social security taxes are deducted. Employees, who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

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Name [unclear]

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Key [unclear]

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Susan Dewey
Denise Hudesch

[Signature]
Name [unclear]

[Signature]
4/30/2019 2:29 PM

TKM
Karen [unclear]
Brad Wilbur
Robin [unclear]
Maurice [unclear]
of Amant
K. L. [unclear]
Myrl [unclear]
Brooke [unclear]



Union Proposal

Master Table

Date 8-14-19

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Proposal No: 1 1270

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The Union proposes the following rollover language:

9.7 Pre-Retirement Death Continuation of Benefits

Government Code section 19849.15 – notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed one hundred-twenty (120) days beginning in the month of the employee’s death.

The surviving spouse, domestic partner or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees’ Retirement System. The surviving spouse, domestic partner or other eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

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H. H.

Jeff Kial
Mama Redito

Emily
K. O. Ross
W. S. S.

Susan D. D.
Donna H. H.

M. S.
M. S.

Mary
C. S.

8:00
T. S.
Karen
Brad Will
Bob
M. S.
C. Cant
A. S.
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D. S.



Union Proposal

Master Table

Date 8/8/2019

8-8-19

Proposal No: 1

TA

The Union proposes the following rollover language:

9.9 Presumptive Illness

When required by Cal/OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks.

Examinations shall be in accordance with Cal/OSHA regulations.

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S. Smith
M. Polito

Donna Hurdsey
Susan Dawey

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Guy B. Ferguson

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MR

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Maudie
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4/30/2019 2:31 PM
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8 Aug 19 1526
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Bill
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Rebecca
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Union Proposal

Master Table

Date 8-14-19

JA 8/14/19

Proposal No: 11:28P

JA
14 Aug 19 1328

W. Swackler

The Union proposes the following rollover language:

~~8-12-19~~

9.10 Employee Injury on the Job

State

A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.

B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss

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M. P. P.
Guy B. G.
Key P. G.
M. G.
D. G.
Susan D. G.
Donna H. G.
M. G.
K. G.
M. G.
C. G.

uswaller of compensation for the time spent.

C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

D. The State shall not use the DIR's Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

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Karen Jeffis
Brad Will
Robert
Marlatta
C. Grant
Aleum
Muller
Brooke Pen

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Union Proposal

Master Table

Date 8/20/19

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Proposal No: 2

The Union proposes the following language:

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[Handwritten signatures: Y. Swager, M. Martin, Karen Perkins, Lisa Keum, H. Cant, Brad Miller, Robert Figa, Myrel Cook, Dan Zeng, Brooke Pien]

9.11 Enhanced Industrial Disability Leave (EIDL)

A. An employee working in the CDCR who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave (IDL) benefits. Such injury must have been directly and specifically caused by an assault by a patient/client or inmate/ward, or parolee.

B. An employee working in the DDS, DSH, CDVA, or in the Special Schools in the CDE who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by an assault or in the restraining of an assaultive resident, patient (individual), student,

[Handwritten signatures: Dana Madesky, Susan Dan, J. Ross, J. Ross]

[Handwritten signatures: Gregory Chittell, Name Blito, W. Nguyen, Stephanie, etc.]

client, or member.

C. The EIDL benefits will be equivalent to the injured employee's net take home salary ~~on the date of occurrence of the injury~~. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to an injury as delineated in A and B above, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

E. The decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest

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with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

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- F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.
- H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.
- I. If a claim is denied by the department director, the Union may request a review by CalHR.
- J. Within thirty (30) days of the ratification of this agreement, the parties will meet to discuss whether Bargaining Unit 3 employees working for the Department of Rehabilitation meet the criteria to be eligible for EIDL.

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Reimbursement account under the Flex/Elect Program.

To be eligible to enroll in the FlexElect Medical Reimbursement Account or Dependent Care Reimbursement Account, employees must have a permanent appointment with a time base of half time or more, or if in a limited term or a temporary authorized position, must have mandatory return rights to a permanent position (not permanent intermittent). Permanent Intermittent employees are not eligible for the FlexElect Medical Reimbursement Account or the Dependent Care Reimbursement Account.

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C. The State shall continue its current practice on a cash option in the Flex/Elect Program for BU 1, 3, 4, 11, 14, 15, 20, and 21 employees who meet the eligibility criteria for state-sponsored health benefits and the FlexElect Cash Option Program, including but not limited to having have qualifying group health coverage from another source, to enroll for the cash option in lieu of health and/or dental coverage. The CoBen Cash Option Program is available to eligible BU 17 employees as discussed in section 9.1.17.

Robert Walker
Robert Vega

D. PI employees are eligible to participate in the Flex/Elect or CoBen Cash Option Program as described in Article 18 of this Contract.

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E. Employees enrolled in Tricare, Medicare, Medical, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the FlexElect Cash Option.

Murphy

John Deane

Harriet Jeffris

Brad Wells

Myrl Cole

Brooke Peew

Stark

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Union Proposal

Master Table

Date 8-14-19

8/14/19 1:29 PM

~~8-12-19~~

Proposal No: 1

The Union proposes the following rollover language:

TA

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9.13 Long-Term Care Insurance Plan

A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the CalPERS.

The employee's spouse, parents, spouse's parents, are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.

B. The long-term care insurance premiums and the administrative cost to CalPERS and the SCO shall be fully paid by the employee and are subject to payroll deductions.

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J. WALKER

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K. Walker
Bradwell
Robert J.

M. Walker
C. Walker
S. Walker
Myndi Cole
Brook Pierce

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S. Sol
H. Decker

Jeff Kue
M. Blite

Gay Byrd
Kathy Decker

My Walker

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Susan Davoy

Donna Hadesky

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Hana Chen

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4/30/2019 2:46 PM

Mary Hall
Cecilia E. [Signature]



Union Proposal
Master Table

Date 8-14-19

8/14/19
8-12-19
Proposal No: 1 1:30 PM

LA
14 Aug 19 1330
W. J. ...

The Union proposes the following rollover language:

9.14 Temporarily Disabled Employees

- A. When an employee claims to be temporarily disabled and prevented from performing his/her usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.
- B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.
- C. Any disputes arising out of this section may only be appealed through the SPB's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

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Brad Willis
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K. ...
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Susan Davey
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Union Proposal

Master Table

Date 8-14-19

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Proposal No: 1

The Union proposes the following rollover language:

9.15 Industrial Disability Leave (IDL)

A. Employees who suffer an industrial injury or illness and would otherwise be eligible for Temporary Disability (TD) benefits under the Labor Code will be entitled to IDL as described in Article 4 of the Government Code, beginning with section 19869. IDL will be paid in lieu of TD benefits.

B. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.

C. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL payments shall be allowed after two (2) years

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Brad Miller
Robert [unclear]
Mike [unclear]

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from the first day (i.e., date) of disability.

D. The employee may elect to supplement payment from the twenty-third (23rd) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

E. Temporary Disability with supplementation, as provided for in Government Code section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS during the first fifty-two (52) weeks, after the first date of disability, within a two (2) year period.

F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in

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the Labor Code and supplementation, as provided in Government Code section 19863.

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D.M.M.
Karen
Brad
Bob
Murray
C. Cant
A. Kumar
Myl
Boris

G. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

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Union Proposal

Master Table

Date 8/28/19

8/28/19 8:36 AM
TAK... [Handwritten signature]

Proposal No: 2

[Handwritten signatures]

The Union proposes the following language:

TA SEIU Local 1000

1308 28 Aug 19

9.17 State Disability Insurance (SDI)

A. All employees covered by this Contract will be covered ^{Lisa Vance} under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) ^[Signature] benefit as follows:

1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the ^{Donna Hadesky} California Unemployment Insurance Code. SDI ^{Steve Belmont} provides benefits for an employee disabled due to a non-work related illness or injury. SDI ^{Susan Dew} benefits include Paid Family Leave (PFL) which ^{Kelly Dumas} provides benefits to an employee who takes time off to care for a seriously ill family member as ^[Signature] defined by section 3301 et seq. of the California Unemployment Insurance Code, or to bond with ^{Name White} a minor child within one year after the child's birth or placement of the child in connection with foster ^[Signature]

[Large handwritten signatures and notes on the left side of the page, including names like 'Wacker', 'Green', 'Bred Miller', 'Robert Vega', 'M...', 'K...', 'A...', 'Myra Corda', 'Brooke P...']

and vision premiums directly to the healthcare providers.

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3. Employees participating in the Out-of-State Supplemental Health Care Program (Article 9.4) shall continue eligibility as long as they are not remitting their health, dental and vision premiums directly to the healthcare providers.
4. If an employee is released by their physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), personal necessity leave (PNL-BU 3) or sick leave balances to supplement their SDI benefits.
5. SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, PNL (BU 3), or annual leave may be used to cover this period in its entirety.
6. A seven (7) day waiting period is required for PFL through December 31, 2017, therefore, sick leave, vacation, CTO, holiday, PLP, PNL (BU 3), or annual leave may be used to cover this period in its entirety. Beginning on January 1, 2018, an

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Union Proposal

Bargaining Unit 4

Date 7/30/19
@ 10:23

Proposal No: 1

The Union proposes the following rollover language:

9.18.4 Caltrans Life Insurance (Unit 4)

A. In addition to the workers' compensation death benefit provisions of Labor Code section 4702 and the approximate fifteen thousand dollars (\$15,000) State death benefit provided Unit 4 employees, the Department of Transportation (Caltrans) agrees to pay fifty thousand dollars (\$50,000) to the designated beneficiary(s) of any Caltrans Unit 4 employee who is killed while assigned State duties in State highway right-of-way under the following conditions:

1. The employee is hit by any motor vehicle, or part thereof, being operated in the right-of-way; and
2. Payment of the workers' compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code section 5705.

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@ 10:23
Stacy Miranda
Pub Day 7/30/19 @ 10:23
A. Balderrama
JK 22

B. Caltrans will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the fifty thousand dollars (\$50,000) to the deceased employee's designated beneficiary(s). Payment shall only be made if all of the qualifying criteria contained in the section are satisfied. In accordance with existing law, a copy of the investigation report will be provided to the Union upon request.

C. In the event of a dispute regarding appropriate designated beneficiaries, the Caltrans Life Insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.

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Mindy [unclear]
JE Alaray
Arda [unclear]
Lynn [unclear]
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TA 7/30/19 @ 10:25
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Union Proposal
Bargaining Unit 11

Date _____

2:10 pm
7/29/19

Proposal No: 1

The Union proposes the following rollover language:

9.18.11 Life Insurance (Unit 11)

A. In addition to the benefit provisions of Labor Code section 4702 otherwise applicable to Unit 11 employees, and the approximate fifteen thousand dollars (\$15,000) State death benefit provided Unit 11 employees, the State agrees to pay fifty thousand dollars (\$50,000) to the designated beneficiary of:

CalTrans

4:11 pm JAW

1. Any ~~CalTrans~~ Unit 11 employee, or
2. A Department of Food and Agriculture (CDFA) Plant Quarantine Inspector, or
3. A Department of Water Resources (DWR)

Water Resources Technician I/II

font too small JAW

Construction Inspector Technician Range A/B

Construction Inspector

Construction Supervisor I

T/A

4:13 pm

T/A 4:13 pm
07/29/19

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4. And, any Public Utilities Commission (PUC) Unit 11 employee. Provided said employees in the above referenced groups A (1) through A (4) are killed while assigned State duties in State highway or railroad right-of-way under the following conditions:

a. The employee is hit by any motor vehicle or part thereof being operated in the right-of-way, and

b. Payment of the Workers' Compensation job-related death benefit is not denied because of an affirmative defense by the employer as specified in Labor Code section 5705. The department will investigate each work-related death and determine if the qualifying conditions were satisfied before paying the fifty thousand dollars (\$50,000) to the deceased employee's designated beneficiary.

Payment shall only be made if all of the qualifying criteria contained in this section are satisfied. In accordance with existing law, copy of the investigation report will be

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TA 4:13pm
07/29/19

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provided to the Union upon request.

In the event of a dispute regarding appropriate designated beneficiaries, the Life Insurance benefit will not be paid until the disputants legally verify that they have settled their dispute or a court of competent jurisdiction resolves the matter for them.

- B. The Air Resources Board shall maintain the life insurance policy currently in effect for Air Resources Field Representatives and Automotive Emissions Test Specialist assigned to the Heavy Duty Diesel Section.
- C. The State shall provide the Union with a copy of any changes in life insurance policies required under this section.

Brod Wilkins
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Anthony James Blinn

Albert Mansel

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07/29/19

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Union Proposal
Bargaining Unit 21
Date 7/30/19

Proposal No: 1

TA@
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The Union proposes the following rollover language:

9.18.21 Alternative Pre-Retirement Death Benefit (Unit 21)

Unit employees are subject to the alternate death benefit, a death benefit payable to eligible family members when death occurs prior to age fifty (50), provided by Government Code section 21547.

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Union Proposal
Bargaining Unit 3

Date 8/5/19

passed @ 2:09

TA@ 8:35

Proposal No: 1

The Union proposes the following language:

9.19.3 Light/Limited Duty Assignments (Unit 3)

A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.

B. Limited duty assignments will be administered in accordance with all the following criteria:

1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
2. When and where the State determines that the assignment provides needed services;
3. When the employee can satisfactorily perform the work;
4. When there is prognosis for improvement of the illness or injury;

8/7/19

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C. Stone

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5. Maintaining safety shall be prime consideration prior to assigning limited duty.

C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B(1) through B(5) above.

D. The State may make alternative assignments, retrain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for the continued employment is poor.

E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.

F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of reasonable accommodation as prescribed by the State Personnel Board (SPB). Nothing in this section shall be

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construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract, but may be appealed to the SPB, the Department of Fair Employment and Housing (DFEH), and/or the Equal Employment Opportunity Commission (EEOC).

G. This section shall apply to all Unit 3 employees.

TDLM
Stephanie Krapp
M. Bar
Mason
C. Tom
R. Huns
Alex Hunsfeld

SHE
P. Hunsfeld
C. Hunsfeld
J. Hunsfeld
W. Hunsfeld
S. Hunsfeld
H. Hunsfeld
T. Hunsfeld
A. Hunsfeld



Union Proposal

Bargaining Unit 14

Date July 30, 2019
@ 2:50 p.m.

Proposal No: 1

The Union proposes the following rollover language:

9.19.14 Light/Limited Duty Assignments (Unit 14)

A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.

B. Limited duty assignments will be administered in accordance with all the following criteria:

1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
2. When and where the State determines that the assignment provides needed services;
3. When the employee can satisfactorily perform the work;
4. When there is a prognosis for improvement of the illness or injury;

TA SEIU Local 1000
RV
edp
RJ

TA - 7/30/19
@ 2:50 PM.
Stacy M. ...
Alan ...
A. Baldwin Swain
[Signature]

5. Maintaining safety shall be a prime consideration prior to assigning limited duty.

C. The duration of a limited duty assignment may be up to sixty (60) calendar days. At the State's discretion, a limited duty assignment may be extended an additional sixty (60) days when warranted under B(1) through B(5), above.

D. The State may make alternative assignments, retain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for continued employment is poor.

E. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.

F. When an employee's injury or illness is medically determined to be permanent, the employee may request Reasonable Accommodation as prescribed by the State Personnel Board (SPB). The State will review the request in conformance with SPB rules. Nothing in this Section shall be

TA SEIU Local 1000

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RJ

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7/30/19
@ 2:50

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construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration) of this Contract, but may be appealed through the SPB's Reasonable Accommodation Appeals Process.

TA SEIU Local 1000

Robert Fega

Edward Ray

Russell Johnson

TA 7/30/19

@ 2:50

SM

~~AS~~

BLV



Union Proposal

Bargaining Unit 15

Date 8/2/19
@ 11:45

Proposal No: 1

The Union proposes the following rollover language:

9.19.15 Light/Limited Duty Assignments (Unit 15)

A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment. If an employee makes a request, the State shall endeavor to initiate a light/limited duty assignment.

B. Limited duty assignments will be administered in accordance with all the following criteria:

1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
2. When and where the State determines that the assignment provides needed services;
3. When the employee can satisfactorily perform the work;
4. When there is a prognosis for improvement of the

*SEIU 1000
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*T.A. 8/2/2019 11:45AM
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[Signature]
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Marianne Criley*

illness or injury;

5. Maintaining safety shall be prime consideration prior to assigning a light limited duty.

C. The duration of a limited duty assignment shall be up to sixty (60) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B (1) through B (5) above.

D. The State may make alternative assignments, retrain employees, or may, follow the requirements of the Government Code.

E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.

F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of Reasonable Accommodation as prescribed by the SPB. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate

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classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract, but may be appealed to the SPB, the DFEH and/or the Equal Employment Opportunity Commission.

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Union Proposal
Bargaining Unit 17

TA

Date 7/30/19

Proposal No: 1

1:29pm

TA Union

The Union proposes the following rollover language:

9.19.17 Light/Limited Duty Assignments (Unit 17)

A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days: 1) in accordance with a physician's recommended instructions; 2) where and when services are needed; 3) to the extent it does not inconvenience other employees; 4) to the extent the employee can satisfactorily perform the work; and 5) where there is a prognosis for improvement. At the option of the State, the assignment may be extended beyond sixty (60) days. It is the intent of the parties that the limited duty assignments be of the minimum necessary durations and that the maximum limited duty assignment of sixty (60) days, and any extensions, be utilized for the most severe illnesses or injuries.

B. The State may make alternative assignments, retrain employees, or as provided under the

[Handwritten signatures: K. Cawart, M. Mubshi, Tony Zuber]

[Handwritten signature: Dan Steedman]

[Handwritten signature: State - Alek Herrera]

TA Union 1:29pm

Government Code, medically terminate an employee whose prognosis for continued employment is poor.

Stewart
Scott
Miller
Tommy
Justin
Dan Steadman
W.D.

- C. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing or extending a light/limited duty assignment.
- D. Nothing in this section shall be construed to contravene the State Personnel Board's (SPB) constitutional and/or statutory authority to determine the appropriate classification of assigned duties, to require reasonable accommodation of an employee or applicant with a disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration Procedures) of this Contract.

State
Heidi Heuser
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Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

TA
SEIU 1800
7/29/19
@ 1454

The Union proposes the following rollover language:

9.19.20 Light/Limited Duty Assignments (Unit 20)

A. Where the need is substantiated by a physician, the State will attempt to provide light/limited duty assignments for up to sixty (60) days:

1. In accordance with a physician's recommended instructions;
2. Where and when services are needed;
3. To the extent it does not inconvenience other employees;
4. To the extent the employee can satisfactorily perform the work; and
5. Where there is a prognosis for improvement.

At the option of the State, the assignment may be extended beyond sixty (60) days.

B. The State may make alternative assignments,

*Alexis
Karen Frank
WJ*

*Patricia Hegner
Steph Kules
M J K*

State
*Heldy Ferrer
Jewell Hill
Annette Kurn*

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SETU 1080
7/29/19
@ 1484

Karen Frankli
Wfm

Patricia J. Heyner

Steve Mark

M. J. K.

State
Hilde Hara

Jacott Stewart
Annette Kuhn

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retrain employees, or as provided under the Government Code, medically terminate an employee whose prognosis for continued employment is poor.

- C. The State reserves the right to have an employee examined by a physician of its choosing prior to granting, continuing or extending a light/limited duty assignment.
- D. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability, or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class work, denial of reasonable accommodation, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract.



Union Proposal
Bargaining Unit 20

Date _____

Proposal No: 1

The Union proposes the following rollover language:

9.20.20 Continuation of Flexible Benefits Election (Unit 20)

When an employee who is enrolled in the State's Flexible Benefits Program (FlexElect) for eligible non-represented employees changes employment status to that of a represented employee in the bargaining unit, the employee will maintain their flexible benefit elections through the duration of the FlexElect plan year in lieu of the corresponding benefits provided by this Contract. At the conclusion of the FlexElect, the employee shall receive only those benefits contained in this Contract.

TA
SEIU 1000
@ 1434
8/5/2019

[Handwritten signatures]
Lorey Franklin
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Patricia J. Heyman
Steve Charles
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Union Proposal
Bargaining Unit 17
Date 7/30/19

TA

Proposal No: 1

TA Union 1:30pm

The Union proposes the following rollover language:

9.21.17 Reasonable Accommodation (Unit 17)

- A. No State employee shall be unlawfully denied reasonable accommodation. The State agrees to take such actions as necessary to ensure that this purpose is achieved.
- B. Within California Department of Human Resources (CalHR) policy, the State agrees to make reasonable accommodation for the known physical and/or mental limitations of an employee with a disability. Such efforts shall include the types of reasonable accommodation specified by the CalHR.
- C. Alleged violations of this section shall not be grievable under the grievance procedure contained in Article 6 (Grievance and Arbitration Procedure) of this Agreement. Complaints alleging denial of reasonable accommodation shall be pursued with the State Personnel Board through the complaint

[Handwritten signatures]
K. Conway
D. Markishi
Tony Julek

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D. Steedman

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procedure specified by the Board and/or with the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission.

TA Union 1:30pm

K. Lawant

W. Scott

B. M. Weber

Tommy Zula

Don Steedman

W. D. R.

State

Shelby Herrera

[Signature]

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Union Proposal

Master Table

Date 8/8/2019

TA
88-11

Proposal No: 1

The Union proposes the following rollover language:

9.22 Health Benefits Advisory Committee

As a part of the Joint Union Labor Management Benefits Advisory Committee, CalHR will arrange, with the assistance of CalPERS, for representatives of the major California health care providers to give educational forums. In these educational forums, health care providers will be asked to discuss cost containment methods, plan design, operational changes, and methods to improve member(s) overall health.

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Union Proposal

Master Table

Date 8/20/19

TA 8/20/19
2:05 PM

Proposal No: 2

IA 1405 20 Aug 19

W. Walker

The Union proposes the following language:

9.23 Medical Reimbursement Account Workgroup

The parties agree to discuss health benefit costs for state employees whose headquarters are outside the State of California. The workgroup will consist of Franchise Tax Board, Board of Equalization California Department of Tax and Fee Administration, CalPERS, SEIU and CalHR. The parties agree to begin meeting upon ratification of the agreement.

Stark

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SSM

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James Z...

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The parties understand that the health plans are administered by the CalPERS Board are not subject to change through negotiation.

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Jeff...

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Mame Folito

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8/12/2019 2:23 PM
Cecilia...
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1. July 1, 2018: by 1.2 percent.
2. July 1, 2019: by 1.1 percent, for a total of 2.3 percent.
3. July 1, 2020: by 1.2 percent, for a total of 3.5 percent.

B. Employees Subject to Other Post Employment Benefit (OPEB) Prefunding

All bargaining unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than ~~half-time~~ half time, do not contribute. ~~The employee prefunding contribution for a permanent intermittent employee shall be based on a ratio comparing their annual scheduled hours of work in comparison to those of a corresponding permanent employee for that position.~~ Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for

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health benefits. New hires and employees transferring into Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 shall begin contributing immediately, unless they are not subject, as set forth above.

C. Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office. ~~Positive pay employee contributions shall be taken in arrears, based on the prior month's hours worked. Positive pay employees paid semi-monthly, will have the whole month's contributions withheld from the second warrant during each monthly pay period.~~

- ~~1. Employees with a single hourly appointment shall have contributions withheld only up to the amount that would have been deducted had the employee held a full-time appointment.~~

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2. ~~Employees with an appointment subject to OPEB prefunding and an additional appointment in a bargaining unit not subject to OPEB prefunding, shall have contributions withheld only from the appointment subject to OPEB prefunding.~~

3. ~~Employees with multiple appointments subject to OPEB prefunding shall have contributions computed by combining all subject appointments, provided the results do not exceed the amount earnable in full-time employment, as follows:~~

a. ~~Employees with a full-time appointment and an additional appointment (e.g., hourly), shall have contributions withheld from the full-time appointment only.~~

b. ~~Employees with multiple part-time or hourly appointments, shall have contributions withheld from any/all appointments, up to the amount that would have been deducted had the~~

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purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."

- E. Contributions paid pursuant to this Agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.
- F. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.
- G. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

[Handwritten signatures in blue ink on the left side of the page, including names like "Kieran Pflis", "Brodellus", "Robert Fegan", "Mung", "Huse", "L. Carant", "Myl Conlin", and "Beda Premier".]

[A vertical column of handwritten initials and signatures in blue ink on the right side of the page, including "KR", "JMS", "CST", "D", "DH", "SD", "IS", "CS", "SM", "MR", "NB", "JF", "BW", and "P&C".]