



Union Proposal

Master Table

Date 8/22/19

11:43am

TH

Proposal No: 1

The Union proposes the following rollover language:

4.1 State's Rights

- A. Except for those rights which are abridged or limited by this Contract, all rights are reserved to the State.
- B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means, and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive

State

W. Walker
 800
 T. Dean
 H. Dean
 B. Willer
 R. Dean
 M. Dean
 A. Dean
 R. Dean
 M. Dean
 S. Dean

W. Walker
 S. Sh
 APT
 ref
 State
 H. Dean
 S. Dean
 M. Dean
 R. Dean
 M. Dean
 R. Dean

SSA

C. Where the services are unavailable through sState services and a job must be contracted out by individual State agencies or the OSP, unionized printing vendors will be required to display the appropriate Union label on the printed product.

D. Upon ratification of this agreement, all departments will take all necessary steps to remove Union labels from computer hard drives. This is to ensure that the Union label is appropriately used by Bargaining Unit 14 members only.

E. The Union label to be displayed is represented by the symbol that follows:



TA 7/30/19 @ 2:50

SM
af
AK
BW
[Signature]

TA SEIU Local 1000

Robert Vega
Edwardson
Russell Phayre



Union Proposal
Master Table
Date 8/20/19

gr
TVA
Proposal No: 2

The Union proposes the following rollover language:

19.2 Overtime (Excludes Units 17 and 21)

USWATER
~~*MUSTATA*~~
Rush Akum
Robertson
James Z...
D. N...
+ Gerard...
Bradwell
Sidola Pierre

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.

Stat
John...
LS
John...
Marie...
Victoria...
Benji...
Diana...
Jeff...
Anna...
James...
Mark...
Art

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

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.

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.

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

YGRW
MP
JL
RL
L3
VA
LJ
BW
BP

Stak
R
L
H
KMP
CES
G13
80
JK
OH
K10
R
R

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

Ugru
mf

dg
ru
sz
TA
12
Bu
BP

Stak

R
K
M
MP
CGF
B
SO
TRC
DH
J
KO
W
C

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

Stad

Pr

in

OP

Handwritten signature

Handwritten signature

MP

Handwritten signature

Handwritten signature

SO

JTR

Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature

Handwritten initials

Handwritten initials

Handwritten initials

BW

Handwritten initials

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

YBW
MCP

AP
RV
13
MA
12

BW
TP

Stark
R
L
B
A
K
MP
C
G
S
D
J
D
K
K
C

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.

Wagner
Mauk
Rumfourn
Robert Jega
James Zuss
D. N. M.
Harold Jefferson
Brad Wells
Suzanne Pierson

- 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.

Stark
R
K
B
H
MP
C
B
B
B
B
B
B
B



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.

Tx @2024
Union

XO Cant
BMM
Di Steedman
Tracy
WJ

State

State

State

State

TA @ 2024
UNION
KA
MS
DS
TE
MK

- 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

State
[Signature]
[Signature]
[Signature]

DA e 2024
Union

AO

MB

DS

Tz

MR

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 ($\frac{1}{4}$) 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

Stat
[Handwritten signatures]

TA @ 2024
Union

40
MS

DS
T2
MK

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 ½ time) overtime compensation for hours worked over forty (40) combined leave use,

State
[Handwritten signatures]

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

TA @ 2024
Union

K. Cant
Porter
DiStefano
Tony Zuber
M. J. Kline

State

M. J. Kline
M. J. Kline
M. J. Kline



Union Proposal
Master Table

Date _____

Proposal No: 1

The Union proposes the following rollover language:

19.11 Call Back Time

TA 8-14-19
2:17pm
Stok

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

[Handwritten signatures and names on the left side of the page, including Karen, Brad, Robert, and others.]

[Handwritten signatures and initials on the right side of the page, including John, SK, and others.]

[Handwritten signatures and initials at the bottom right corner.]

upward

remaining before the beginning of the employee's next shift.

D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site, which may include the employee's home, approved by the department head or designee.

T Smith
Karen Jeffers
Brad Wells
Robt J
Mark
K. Cant
A. Lauer
Mye Cook
Boyer

State
R
HA
SM
VM
Bur
GB
OH
JTK
SO
MM
AS
AS
AS
KD
MP
SL



TA 9200M
8/28/19

6/21/19

8/21/19

Union Proposal
Master Table

Date _____

Kristine Rodriguez
8/28/19
Proposal No: 1

[Handwritten signatures and initials on the left margin, including names like Gerald, Frank, Keran, Brandon, Robert, Margaret, & Omer, Shauna, Myel, and others.]

The Union proposes the following rollover language:

24.1 Entire Agreement

A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

[Handwritten signatures and initials on the right margin, including names like Kristine Rodriguez, K. Rodriguez, Marie Palto, and others.]

With respect to other matters within the scope of negotiations, negotiations may be required as provided

[Handwritten signatures and initials at the bottom right, including names like Susan Dancy, Donny Rodriguez, and others.]

in subsection B below.

B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract. The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation. The parties shall undertake negotiations regarding the impact of such changes on the employees when all three (3) of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to the Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this

UDW
 SR
 VW
 12
 BW
 RW
 MCP
 Fa
 ER
 ME
 BP

K
 SJ
 R
 KO
 MP
 HA
 B
 SM
 OS
 SO
 PH
 J
 CEG
 SM
 AH
 AB
 R
 one

