

Summary of Tentative Agreement Reached with the State

Term of the Agreement-July 1, 2010 through July 1, 2012

Continuous Appropriation-This provision will maintain employee salaries and benefits in case of an untimely budget.

Contract Protection (me too clause) If any bargaining unit does not have pension reform and provides a greater value than that which was provided to BU 19, then we can reopen the related economic provisions of our MOU to meet and confer in good faith and discuss similar or equivalent increases be provided to our members.

NO Furlough Days during the term of the agreement

Contract language not listed below remains the same as in the current contract.

Article 2.7 Union Leave

New language allows the union to request union leave for union members as well as stewards. It decreases the time to provide notification to the state of our requests for union leave from 14 days to seven days. It also allows for the President of the local to be on paid union leave.

Article 2.8 Stewards' Rights

New language allows the BU 19 President, Vice-President(s) or Occupational Chairs to cross departmental lines for representation purposes. Union leave will be used for this purpose.

Article 2.9 Use of State Equipment

This language expands employees and stewards ability to use state equipment for representation activities.

Article 6.1 Hours of Work

Updates our contract to comply with current changes enacted in the last budget legislation which disallow personal leave, sick leave, annual leave,

vacation, bereavement leave, holiday leave or any other paid or unpaid leave to be considered as time worked within a forty hour week for the purpose of computing overtime.

No time keeping device shall be implemented.

Adds new language-If an employee is delayed upon arrival between the sally port and their assigned work area, through no fault of the employee, the delay shall not be used against the employee.

Article 6.2 Callback

Adds the word voluntary before callback to ensure that our members are not put on call back lists and expected to return to the worksite without being on standby.

Article 6.4 Alternate Work Week Schedule

Changes language from will not be denied to shall not be denied and eliminates the state's ability to deny alternate work week schedules to probationary employees.

Article 7-Salaries

Effective January 1, 2012, all AFSCME represented classification shall be adjusted by increasing the maximum of all classifications by 5%. Employees at the old maximum salary range for a minimum of 12 qualifying pay periods shall receive a 5% increase. Employees at the old maximum rate for less than twelve (12) qualifying pay periods shall receive a new anniversary date based on qualifying service. Qualifying service toward the 12 qualifying pay periods shall be in accordance with DPA Rules 599.682 (b) and 599.687

All other employees shall retain their current salary and merit salary anniversary date.

Article 7.9 Recruitment and Retention Differential

We updated this article to reflect the changes in R and R from the Coleman and Plata decisions as well as listed the R and R' s for the Individual Program Coordinators.

Added language to include the differentials paid to Pharmaceutical Consultants that were effective July 1, 2007 and for the State Personnel board Psychologists that went into effect August 31, 2007.

Article 8 Holidays

Per the legislative changes enacted in the last budget bill, Lincoln's Birthday and Columbus Day were eliminated as holidays in the contract.

Full-time employees required to work on the following holidays shall be entitled to pay or compensating time off for such work in accordance with their classifications assigned workweek group. These holidays are January 1, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and Christmas.

Employees who are exempt from the Fair Labor Standards Act who are required to work on the holidays listed above shall receive an additional four hours of Informal

Time Off in addition to the holiday credit received for the holiday.

When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per holiday.

Article 9.15 Personal Leave Program 2010

Effective with the pay period following ratification, full time BU 19 employees shall be subject to a Personal Leave Program (PLP 2010) of eight hours per month for twelve consecutive pay periods. Each full time employee's monthly pay shall be reduced by 4.62% however; salary rates and salary ranges remain the same. PLP 2010 shall not be included in the calculation of vacation/annual leave balances. PLP 2010 shall have no cash value and must be used by June 30, 2014. Disputes regarding the denial of the use of PLP 2010 may be appealed through the grievance procedure.

Article 10.2 Rural Health Care Equity Program

This program was eliminated per Government Code 22877.

Article 11. 4 First Tier Retirement Formula (2% @age 55) and New 2010 First tier Retirement Formula (2% at age 60)

Effective with the pay period following ratification, retirement members first employed by the state would qualify for the New 2010 First Tier formula. This formula will not apply to current employees. Miscellaneous and Industrial members shall contribute an additional five percent (5%) pension contribution. Effective with the first pay period following ratification, miscellaneous and industrial members in the First Tier retirement or the Alternate Retirement Plan (ARP) subject to social security shall contribute ten percent (10%) of monthly compensation in excess of \$513 for retirement. Miscellaneous and Industrial members in the First Tier retirement or the ARP not subject to social security shall contribute eleven percent (11%) of monthly compensation in excess of \$317 for retirement. The additional five percent (5%) employee contribution shall offset the State's contribution beginning with the pay period following ratification.

New employees hired on or after the pay period following ratification will be subject to the 2% @ 60 retirement formula with benefits based on the highest average monthly rate during the thirty-six consecutive months of employment preceding retirement. Employees in employment prior to the pay period following ratification will remain subject to the 2% at age 55 retirement formula. Employees in employment prior to January 1, 2007 will remain subject to the 2% at age 55 retirement formula with benefits based on the highest average monthly pay rate during the twelve consecutive months of employment preceding retirement.

Article 11.5 Retirement Formula for Safety members (2.5% @ 55) and the New 2010 Formula 2.5% @ 60

Effective with the pay period following ratification, State Safety retirement members first employed by the State and qualify for CalPERS membership would be subject to the New 2010 State Safety Retirement Formula. State Safety members shall contribute an additional five percent (5%) pension contribution. Effective with the pay period following ratification, State safety members shall contribute eleven (11%) percent of monthly compensation in excess of \$317 for retirement. The additional five percent (5%) employee contribution shall offset the State's contribution beginning with the pay period following ratification. New employees hired on or after the pay period following ratification of this contract will be subject to the 2% at age 55 retirement formula with retirement benefits based on the highest average monthly pay rate during the thirty-six (36) consecutive months of employment preceding employment. Employees in employment prior to the pay period following ratification will remain subject to the 2.5% at age 55 retirement

formula. Employees hired prior to January 1, 2007, will remain subject to the 2.5% @ age 55 retirement formula with benefits based on the highest average pay rate during the twelve (12) consecutive months of employment preceding retirement.

Article 12.3 License Renewal Fees

Adds- Clinical Dietitian-Safety, Recreation Therapist, Correctional Facility

Article 13.7 Workplace Violence Prevention

All departments who employ Bargaining Unit 19 employees shall have zero tolerance for workplace violence (verbal and physical)

Article 14.1 Professional Education and Training

The State shall provide to all BU 19 employees, one day per calendar year (without loss of compensation) for activities such as, continuing education, training, professional association activities, professional development seminars etc. to promote professional growth and enhance professional goals. These activities are at the employee's expense and therefore the choice of the professional growth activity is at the employee's discretion. The time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

Article 14.2 Continuing Education

Adds- Recreation Therapist and Recreation Therapist, Correctional Facility for 50 hours per licensing period, Physician Assistant for 50 hours per licensing period and increased the Occupation Therapist from 12 hours per licensing period to 24 hours per licensing period.

Adds- Continuing education leave can be used for required courses taken online.

Article 14.6 New Chaplains Annual Training

Within 90 days of ratification and upon AFSCME's request, the parties shall schedule meetings with the California Department of Corrections and Rehabilitation, California Department of Veterans Affairs, Department of

Developmental Services and the Department of Mental Health to discuss State Chaplain Training.

Article 15.8 Official Departmental Personnel File

Counseling memos, letters of instruction and work improvement memos shall contain an expiration date, not to exceed one year, at which time the employee may request the removal. When requested, the materials referenced above, shall be removed and given to the employee.

Article 15. 12 Requests for Reinstatement after AWOL Separation

New language- changes the appeal for an AWOL from the grievance process to a Coleman hearing and then a direct appeal to DPA greatly reducing the time frame for the appeal.

Article 15.15 Union Initiated Classification Discussion

New language-The joint labor management committee may complete two classification reviews in the same time period.

Article 15.18 Hardship Transfer

New Language-The State and the Union recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, e.g. domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code Section 297, family illness, serious health condition, injury or death of a family members, may request a transfer to another geographic area to mitigate the hardship.

Article 15. 19 Investigations

New language-When a Bargaining Unit 19 employee is the subject of an investigation, the employee will be notified of the investigation and the nature of the investigation. Departments shall endeavor to complete investigations within one year. However, whenever a Department is conducting an investigation which necessitates surveillance, obtaining a search warrant, undercover operations, or a “sting”, the employer need not inform the employee of the written complaint until the investigation is completed and

enough evidence has been found to determine that a full investigation is warranted.

Article 15.20 Joint labor Management Committee on Workload Issues

New language-Joint Labor/Management Committees will be established to examine workload issues.

Article 17.5 Professional Judgment

New language-In accordance with departmental policy, Chaplains shall not be required to practice in any manner that violates their religious principles or jeopardizes their denominational good standing.

Ratification Process

Ratification of this contract is two pronged. Our members vote on the contract with a mailed ballot and the contract is also ratified by the legislature. When both processes are complete the contract is ratified. Ballots will be mailed to our members the week by July 5th and must be received by AFSCME by the close of business July 22, 2010. Ballots will be counted on July 23, 2010 and the results of the balloting will be posted on our website, AFSCME2620.org.