

Greetings Members:

Below are the Tentative Agreements reached during the current bargaining process by the previous bargaining committee. There was a long delay in bargaining and with the recent elections, we now have a new bargaining committee. We have had one meeting so far and a new date has not been set to return to the table.

Tentative Agreements become part of a new contract following the ratification process. The legislature and our members both have to ratify the contract for the process to be complete.

Article 2.8-New Language, “The BU 19 President, Vice-President(s) or Occupational Chair(s) may be permitted to cross departmental lines for representational purposes. They will use union leave for this representation.”

Article 2.9-New Language, “An employee or job steward may be permitted minimal and incidental use of State equipment for representation activities if said equipment is available and utilized as a normal part of his/her duties. State equipment is not considered private and secure information and is subject to being monitored by the department.”

Article 6.4-New language, “An individual may request an alternate work schedule. These requests shall not be unreasonably denied. “We removed the language which limited the alternate work schedules for probationary employees.

Article 9.12-New Language,” the State and the Union recognize amendments to the Family and Medical Leave Act and the California Family Rights Act (CFRA) may happen during the duration of the contract. In the event of an amendment, the State shall comply with the changes. Changes are subject to the entire agreement clause.”

Article 13.7 New Language,” All departments who employ BU 19 employees shall have zero tolerance for workplace violence (verbal and physical).”

Article 14.4 New language, “Until the State has worked out an agreement with the appropriate licensing boards to provide timely verification of appropriate license renewal, the state shall accept online verification from the licensing board a copy of a check status report, or money order which the employee states was mailed to the appropriate licensing board.”

Article 15.8 New language,” 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 removal. When requested, materials referenced above shall be removed and given to the employee.”

Article 15.12 New Language-Changes the appeal for an AWOL separation from the grievance procedure to the DPA appeal process which significantly shortens the appeal time for our members.

Article 15.15 New language, “The joint labor management committee may complete two classification reviews in the same time period. “

Article 15.18 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 family members, may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable position in the requested geographic area.”

Transfers under this section shall be considered voluntary.

A department shall provide in writing the reason(s) for the inability to grant the transfer.

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

There are many sections of the contract that have been “rolled over” which means that the current language remains the same.

If you have ideas for contract proposals please contact your Occupational Chair. Their contact information is located at www.afscme2620.org

Thanks to the Negotiating Team and Pam Manwiller for their hard work!

In Unity,

Steve Shanahan, President