



HIGHLIGHTS OF THE BU 18 TENTATIVE 7/1/2010 - 7/1/2012 CONTRACT AGREEMENT

Dear Bargaining Unit 18 Coworkers,

For your review, here are major language changes included in our tentative June 16 Bargaining Unit 18 contract agreement. Other contract language not mentioned here was rolled over from the previous contract. **Your bargaining team – which includes all of your chapter presidents – is officially recommending a YES vote on this agreement.** We will be holding meetings in your area so that you can attend and get any questions you may have answered in person. Thank you for your continued support of your team, and your continued commitment to the Californians we serve!

In unity,

A handwritten signature in black ink, appearing to read "Tony Myers", is written over the typed name and title.

Tony Myers, SPT
CAPT State President

ECONOMIC/BENEFIT CHANGES

Salaries (Article 4.2) – Effective Jan. 1, 2012, all CAPT-represented classes shall be adjusted by increasing the maximum of all classifications by 5 percent. Employees at the old maximum salary range for a minimum of 12 qualifying pay periods shall receive a 5-percent increase. Employees at the old maximum rate for less than 12 qualifying pay periods shall receive a new anniversary date based on qualifying service. All other employees shall retain their current salary and anniversary date.

Bilingual Differential Pay (Article 4.6) – Provides that previous certification by another department may be accepted upon an employee's transfer.

Overtime / Payroll Errors (Article 4.11) – If an employee should have reasonably known that an overpayment occurred, the schedule of repayment will be collected in no fewer pay periods than the overpayment occurred -- not to exceed one year -- unless a longer period of time is mutually agreed to.

Overtime (Article 5.1) – 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, Registry staff, and volunteers. As a last resort to meet required staffing needs, when employees are 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 40 combined leave use, other than sick leave, and hours worked in that week.

Call Back Time (Article 5.3) – Allows for use of holiday time, annual leave or vacation leave by NOC shift employees prior to, or after, mandated training.

ECONOMIC/BENEFIT CHANGES (con't)

Holidays (Article 6.1) – Employees other than Permanent Intermittents working on January 1, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and Christmas shall receive pay at a rate of 1 ½ times the employee's regular rate of pay for each hour worked on the holiday plus at the option of the State, cash compensation or holiday credit in accordance with their time base as defined. This language effectively restores six of the holidays eliminated in last year's budget legislation. Work on the remaining holidays shall be compensated at 8 hours plus one (1) holiday credit.

Sick Leave (Article 6.4) – Provides that, upon written request from the employee, the basis for the denial of sick leave will be provided by the supervisor in writing.

Family and Medical Leave Act (FMLA) - (Article 6.13) – Provides that in the event of an amendment in the FMLA or California Family Rights Act (CFRA), the state shall comply with the changes. The impact of the changes are subject to the entire agreement clause.

Family Crisis Leave (Article 6.14) – Provides Family Crisis Leave for Family Court appearances.

Personal Leave Program (Article 6.15) – Effective with the beginning of the first pay period following ratification, employees shall be subject to a Personal Leave Program, to remain in effect for 12 months. Each full-time employee shall be credited with four hours of Personal Leave on the first day of the semi-monthly pay period; leave shall be posted once a month to the employee's 2010 leave balance. Salary rates and ranges remain unchanged; however, each full-time employee shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to one-half day of pay (4 hours) for each semi-monthly pay period the employee is in the Program. PLP usage is subject to supervisory approval, except that appointing powers shall ensure that all PLP time is scheduled and taken prior to separation from state service. PLP shall be used in the same manner as vacation/annual leave. PLP must be used prior to the use of vacation, annual leave and any other leave except furlough and sick leave. Employees may opt to use PLP in lieu of sick leave. Permanent Intermittent employees shall be subject to proration.

Furlough Days – There will no furlough days during the term of agreement.

Consolidated Benefits Allowance/Healthcare (Article 7.1) – On the first day of the pay period following Union ratification of this agreement and approval of funding by the Legislature, the State shall contribute \$441 per month for coverage of an eligible employee, \$865 per month for coverage of an eligible employee plus one dependent, and \$1,134 per month for coverage of an eligible employee plus two more dependents. For 2011, the State shall contribute 80 percent of the weighted premium average.

Industrial Disability Leave (Article 7.10) – The State shall make a reasonable effort to assign employees returning from industrial disability leave to the shift and days off they had prior to going on leave.

Meal Allowance (Article 7.11) – Provides that the meal ticket shall be used/submitted within 30 calendar days of the issue date recorded on the meal ticket. An employee issued a meal ticket shall use it as by choosing to use the meal ticket to purchase food at an eating place (i.e., snack bar, canteen, cafeteria) designated by the facility. The meal ticket is good for a food purchase

ECONOMIC/BENEFIT CHANGES (con't)

Meal Allowance (con't)

not to exceed \$7.50. Any amount over \$7.50 shall be paid by the employee. No change/refund shall be provided to the employee should the full \$7.50 not be spent on one purchase. The use of the meal ticket to purchase food shall constitute full and complete reimbursement.

Or, the employee may elect to submit the meal ticket for reimbursement by attaching the ticket to a State Travel Expense Claim form and submitting it for reimbursement.

Retirement (Article 8) – Current State Employees: Miscellaneous and Industrial members shall contribute an additional 5 percent pension contribution. Effective the pay period following ratification, members subject to Social Security shall contribute 10 percent of monthly compensation in excess of \$513 for retirement; those not subject to Social Security shall contribute 11 percent of monthly compensation in excess of \$317 for retirement.

Future State Employees: Miscellaneous and Industrial members hired on or after the pay period following legislative ratification will be subject to a 2% at age 60 retirement formula; Safety members hired on or after the pay period following legislative ratification will be subject to a 2% at age 55 retirement formula; benefits for future employees will be based on the highest average monthly pay rate during 36 consecutive months of employment.

Duration/Reopener (Article 14.2) – Upon mutual agreement, the parties will reopen the agreement not more than 120 days prior to July 1, 2011, regarding salary, wages and fringe benefits.

Contract Protection/Most Favored Nation (Side Letter) – If any other State bargaining units enter into an agreement that does not have pension reform and provides a greater value than that provided to Bargaining Unit 18, then CAPT as the exclusive representative may reopen related economic provisions of its MOU and meet and confer in good faith and discuss the similar or equivalent increases to be provided to CAPT members and the implementation plan.

Continuous Appropriation/Minimum Wage Protection (Side Letter) – The State and CAPT agree to present to the Legislature a provision to appropriate funds to cover the economic term of this agreement through July 1, 2012, to maintain employee salaries and benefits in case of an untimely budget.

NON-ECONOMIC CHANGES

Professional Recognition and Rights/Investigatory Timeline (Article 2.1) – Concludes investigations within 75 calendar days from the date an employee who is subject of an investigation is interviewed by the special investigator, or 75 days from the date that the employee received notice of an administrative leave or reassignment. Requires that, if there are no findings in the investigation, employees shall be returned to work within 15 days in accordance with departmental policy/procedure. If there are findings, at DDS and DMH, management shall make a determination on the investigator's finding and notify the employee in writing of their decision within 30 days of the receipt of the investigators report.

Professional Practice Groups (Article 2.3) – Provides for CAPT job stewards to serve as elected officers to the PPG.

NON-ECONOMIC CHANGES (con't)

Continuing Education (Article 7.18) – Allows CAPT to meet with facility management in order to certify existing in-service course work that would qualify for continuing-education credit.

Staffing (Article 9.4) – When an employee in good faith believes that the unit staffing is below the minimum adequate level, he/she will notify his/her supervisor or designee. The supervisor or designee will immediately investigate the situation and either appropriately correct the situation or proclaim the situation safe and direct the employee to proceed with his/her assigned duties. If the employee still believes there is a violation, the employee can immediately appeal that decision to the Program Director. If the issue is not satisfactorily resolved, the employee may file an expedited grievance.

Personnel File (Article 9.5) – One file may be kept on each employee by the supervisor, in a locked, secure file. Each employee will have access to review his/her file. The supervisor file may not contain medical reports or equal opportunity investigations.

Notice of Shift Change (Article 9.9) – Before requiring an employee to change shifts, management will first make a reasonable effort to secure a volunteer.

Performance Appraisal (Article 9.11) – Should management fail to issue a probationary performance report for each interval, as noted on the employee's Notice of Personnel Action (NOPA), then the employee's performance shall be considered satisfactory for that reporting interval. If the employee is rejected during the probationary period, a final report may be filed for the period not covered by previous reports.

Representation (Article 12.1) – CDCR CAPT stewards shall be granted, based on operational need and with four days' advance notice, reasonable time off to provide representation for CDCR Unit 18 members working in another CDCR facility.



June 23, 2010