



HIGHLIGHTS OF THE BU18 TENTATIVE 7/1/2013 - 7/1/2016 CONTRACT AGREEMENT

Dear Bargaining Unit 18 Coworkers:

For your review, here are major language changes included in our tentative July 10 contract agreement. Other contract language not mentioned here was rolled over from the previous contract. Your bargaining team – which includes all of our 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,



Tony Myers, SPT
CAPT State President

ECONOMIC/BENEFIT CHANGES

Adjusted Pay Ranges (Article 4.2) – If 2014 budget projections prove favorable, gives BU18 employees a salary increase of 2 percent effective July 1, 2014, and 2.25 percent effective July 1, 2015; otherwise, all employees will receive a 4.25-percent increase July 1, 2015.

Shift Differential (Article 4.5) – Effective July 1, 2015, increases PM shift differentials to \$1 per hour and to \$1.25 for NOC shift; these shift differentials will not count toward compensation for the purposes of retirement.

Bilingual Differential Pay (Article 4.6) – Allows bilingual certification received in one department or facility to be accepted in all departments and facilities.

Vacation Leave (Article 6.2) – Continues the three-bid system implemented as part of last year's contract side letter; if an employee cancels their bid vacation at least 30 calendar days prior to the start of the bid vacation, the bid vacation time must be reposted and made available on a first-come, first-served basis; vacation scheduling procedures will be consistent across all Bargaining Unit 18 departments.

Sick Leave (Article 6.4) – Requires facilities to identify a single designee for reporting sick-leave usage by July 2014; further clarifies when supervisors may request doctor's notes; requires supervisors to give denials in writing prior to time docks and to give verbal warnings before written counselings.

Work and Family Participation (Article 6.14) – Defines reasonable notice to say that, if notice is given two or more scheduled workdays in advance, the request must be granted; adds nonreprisal language.

ECONOMIC/BENEFIT CHANGES (con't)

Consolidated Benefits Program (Article 7.1) – Lengthens the state's current pick-up of 80 percent of employees' and 80 percent of dependents' healthcare premium costs through the life of the contract.

Enhanced Industrial Disability Leave (Article 7.10) – Allows EIDL disputes to be grievable up to the California Department of Human Resources level; establishes a joint labor/management committee to review individual EIDL disputes and cases.

Business and Travel Expense (Article 7.12) – Increases travel per diems by \$2 each for breakfast, lunch and dinner and increases maximum lodging rates.

No Mandated Reduction in Work Hours (Article 14.3) – Guarantees no furloughs or similar unpaid work time throughout the life of the contract.

NON-ECONOMIC CHANGES

Professional Recognition and Rights (Article 2.1) – Requires employees to be treated with courtesy and dignity and establishes a related complaint process; clarifies definitions of progressive discipline and creates more uniform rules for write-ups; requires 24-hour written notice for investigatory interviews.

Overtime (Article 5.1) – Adds the ability to split overtime shifts; defines regular days off; in cases of mandated overtime when volunteers are secured, credits mandated employees with a mandate and credits volunteers as voluntary; restricts use of mandatory overtime on employees' Fridays (4 hours only) unless in defined cases of emergency or only if other options have been exhausted.

Rest Periods (Article 5.4) – Allows rest periods to be combined with lunch breaks.

Exchange of Days Off (Article 5.7) – Expands the definition of work area to include floating or redirection.

Report Preparation Time (Article 5.12) – Recognizes report-preparation time for Senior Psychiatric Technicians and assigned shift leads.

Overtime: CDCR/CCHCS (Article 5.13) – Establishes a voluntary overtime policy for state prisons.

License Renewal Fees (Article 7.15) – Specifies that a copy of the current Psychiatric Technician license serves as the receipt for purposes of reimbursement.

Education and Training (Article 7.17) – Secures 20/20 Program funding; allows for flexibility in training outside of normal work hours to prevent overtime; adds 2 Professional Development Days per year good through the end of each fiscal year through the life of the contract.

Continuing Education (Article 7.18) – Establishes that, if the department or facility does not provide training, employees shall be allowed to use time off such as PDD time as outlined in Article 7.17 to receive training.

ECONOMIC/BENEFIT CHANGES (con't)

Layoff and Reemployment (Article 9.1) – Establishes a Super SROA program that broadens geographic areas of layoff and allows affected employees to be eligible for rehire at all neighboring counties and their departments.

Post and Bid (Article 9.2) – Raises the number of level-of-care union post-and-bid positions to 65 percent; in facilities with 20 or more Senior Psychiatric Technician positions, 40 percent of SPT positions will be post-and-bid; requires program, residence and ward positions to be distributed equitably, as well as shifts and RDOs; requires that comparable management positions must be changed before post-and-bid positions are altered; requires that designated post-and-bid positions must remain post-and-bid positions; establishes consistent requirements across all Bargaining Unit 18 departments; requires a CAPT post-and-bid coordinator be established at each facility; allows for arbitration.

Seniority (Article 9.3) – Adds a consistent method to break seniority ties in all facilities and departments by earliest hire date, last four digits of the Social Security number (lower number signifying most seniority) and then by lot.

Staffing (Article 9.4) – Requires that, if employees perform duties outside of their normal daily assignments, management must prioritize employees' duties.

Notice of Shift Change (Article 9.9) – Continues current 14-day notice of shift change and adds 14-day notice of regular-days-off change.

Hardship Transfer (Article 9.14) – Allows employees to be considered for facility transfer in cases of hardship.

Safety Equipment (Article 10.11) – Requires that safety equipment be clean and in good repair, as outlined in departmental policies.

Assault (Article 10.12) – Requires all cases of ward, inmate or patient assaults on employees to be automatically referred to prosecuting attorneys.

Incident Debriefing (Article 10.13) – Requires major facility incidents to be reported to employees, along with any referrals for services.

Duty Statements (Article 10.14) – Requires all Bargaining Unit 18 employees to be provided duty statements, which may be included in post orders; allows for grievances through the department level.



July 11, 2013