

DEPARTMENT OF PERSONNEL ADMINISTRATION

OFFICE OF THE DIRECTOR
1515 "S" STREET, NORTH BUILDING, SUITE 400
SACRAMENTO, CA 95811-7258



June 22, 2012

The Honorable Mark Leno
Chair, Joint Legislative Budget Committee
State Capitol, Room 5100
Sacramento, California 95814

Re: *Tentative Agreements for: Bargaining Unit 5, the California Association of Highway Patrolmen (CAHP), Bargaining Unit 6, the California Correctional Peace Officers Association (CCPOA), Bargaining Unit 8, CDF Firefighters (CDFF), Bargaining Unit 12, the International Union of Operating Engineers (IUOE), Bargaining Unit 16, the Union of American Physicians and Dentists (UAPD), and Bargaining Unit 18, the California Association of Psychiatric Technicians (CAPT)*

Recently the Department of Personnel Administration reached new tentative agreements with the unions representing the bargaining units listed above. These agreements will be addenda to the current memoranda of understanding. In accordance with Government Code Section 3517.63(b), these addenda are being submitted for the Committee's information.

All agreements contain similar provisions, and in a common effort to assist the State in achieving 2012-2013 budget savings each bargaining unit has agreed to the provision known as the Personal Leave Program of 2012 (PLP 2012). This compensation reduction program is equal to an eight hour reduction in pay in exchange for a day off each month, and shall remain in effect for 12 months. All agreements are effective July 1, 2012, and contain salary savings. However, because each bargaining unit has its own distinct operational provisions, an individual summary for each agreement is attached.

In total, these agreements represent a savings of approximately \$239 million.

The tentative agreements and their summaries can be found by going to the following link:
<http://www.dpa.ca.gov/bargaining/contracts/index.htm>.

If you have any questions, please contact Jodi LeFebre, Legislative Affairs at (916) 323-8490.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Chapman".

Julie Chapman
Acting Director

Attachments

cc: Members, Joint Legislative Budget Committee
Peggy Collins, Principal Consultant, Joint Legislative Budget Committee
David Lanier, Legislative Deputy, Office of Governor Brown
Mac Taylor, Legislative Analyst, Office of the Legislative Analyst

ecc: Marianne O' Malley, Director Gen. Government Office of the Legislative Analyst	Maureen Ortiz, Consultant Senate Appropriations Committee
Nick Schroeder, Consultant Office of the Legislative Analyst	Geoff Long, Chief Consultant Assembly Appropriations Committee
Richard Gillihan, Asst. Program Budget Manager Department of Finance	Roger Dunstan, Consultant Assembly Appropriations Committee
Craig Cornett, Chief Fiscal Policy Advisor Office of the Pro Tem	Pamela Schneider, Consultant Senate PE&R Committee
Charles Wright, Chief Consultant Office of the Pro Tem	Karon Green, Chief Consultant Assembly PER&SS Committee
Chris Woods, Budget Director Office of the Speaker	Gary Link, Consultant Senate Republican Caucus
Greg Campbell, Chief Consultant Office of the Speaker	Terry Mast, Consultant Assembly Republican Caucus
Seren Taylor, Staff Director Senate Republican Fiscal Office	Alene Shimazu, Chief Fiscal Analysis, DPA
Chantele Denny, Consultant Senate Republican Fiscal Office	Pam Manwiller, Acting Deputy Chief Labor Relations, DPA
Anthony Archie, Consultant Assembly Republican Fiscal Office	Randy Fisher, LRO Labor Relations, DPA
Peter Schaafsma, Staff Director Assembly Republican Fiscal Office	Cindee Fonseca, LRO Labor Relations, DPA
Keely Bosler, Staff Director Senate Budget Committee	Shawn Ramirez, LRO Labor Relations, DPA
Kris Kuzmich, Consultant Senate Budget Committee	Stephen Booth, LRO Labor Relations, DPA
Christian Griffith, Staff Director Assembly Budget Committee	Mark Rodriguez, LRO Labor Relations, DPA
Mark Martin, Consultant Assembly Budget Committee	
Bob Franzoia, Staff Director Senate Appropriations Committee	

BU 18

**DEPARTMENT OF PERSONNEL ADMINISTRATION
SUMMARY OF COLLECTIVE BARGAINING AGREEMENT
FOR BARGAINING UNIT 18**

**Exclusive Employee Representative
California Association of Psychiatric Technicians (CAPT)**

Number of Employees: Approximately 5,678 full-time equivalents

I. Compensation

Personal Leave Program (PLP 2012)

- Effective July 2012, the Personal Leave Program 2012 (PLP 2012) will apply to BU 18 employees. This program reduces pay equal to 8 hours per month, or approximately 4.62% in exchange for a day off each month. This program shall remain in effect for 12 consecutive months. The policy for the administration of the PLP 2012 program in relation to CAPT is contained in this agreement.

II. Miscellaneous

- Article 6.2 (Vacation) - Vacation Bidding
 - To ensure PLP is used promptly, employees are able to include PLP in accumulated balance to bid for vacation.
 - To reduce leave balances and PLP employees are able to bid for vacation in three (3) periods and bid up to thirty-four (34) eight-hour days of vacation time.
- Article 5.1 (E) and (F) - Overtime
 - Departments are to audit employees compensating time off (CTO) and ensure compliance with the provision of this article.
- Agreement contains supersession language.

III. Duration

- Contract term remains the same, July 1, 2010 – July 1, 2013.
- Term of PLP 2012 will be July 1, 2012 - June 30, 2013.

IV. Fiscal

- FY 2012/13 Total Savings: \$17.5 Million
General Fund = \$12.9 and Other Funds = \$4.6 Million

V. Agreement

- The complete Tentative Agreement between the State and CAPT is posted at: <http://www.dpa.ca.gov/bargaining/contracts/index.htm>

5% SIDE LETTER
AGREEMENT

This agreement is a Side Letter to the current Memorandum of Understanding (contract), entered into by the State of California (State or State Employer) and the California Association of Psychiatric Technicians (CAPT). The purpose of this Side Letter is to assist in effectuating 2012-2013 Budget Savings to State employee compensation, as mandated in the State Budget and related legislation, and to continue to promote harmonious labor relations between the State and the Union.

The State Employer and the Union do hereby agree as follows:

1. **Supersession:** In reaching agreement on this Side Letter, the parties agree and confirm that they have, through negotiation, superseded any and all articles of the parties' contract that are in conflict with the terms and conditions of this Side Letter.
2. **Term:** The Term of this Side Letter Agreement as it relates to the Personal Leave Program 2012 will be effective July 1, 2012 through June 30, 2013.
3. Effective July 1, 2012 bargaining unit employees shall be subject to a Personal Leave Program (PLP 2012). This program shall remain in effect for twelve (12) consecutive months. PLP 2012 should be used in the month in which it is earned. In operations where it is not feasible to use PLP 2012 in the month in which it is earned, it shall be banked for use at a later time. The PLP 2012 shall be used before any other leave, except sick leave. The PLP 2012 will be administered as outlined below:
 - a. Each full time employee subject to paragraph (b) who is paid semi-monthly, shall be credited with four (4) hours of Personal Leave on the first day of the semi-monthly pay period. This leave shall be posted once a month to the employee's PLP 2012 leave balance.
 - b. Salary ranges and rates shall 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 PLP 2012. This means, for example, in a semi-monthly pay period with 11 work days, each employee shall work and/or be on paid leave status (sick leave, vacation, holiday, jury duty, etc.) for 11 work days and receive a salary equivalent to payment of 10.5 work days.

- c. PLP 2012 shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use PLP 2012 must be submitted in accordance with departmental policies on vacation or annual leave. This leave must be used prior to the use of vacation, annual leave and any other leave except sick leave. At the employee's option, they may use PLP 2012 in lieu of sick leave. Employees have until separation from State service to use all PLP 2012 time.
- d. PLP 2012 time shall have no cash value and may not be cashed out.
- e. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP 2012.
- f. The PLP 2012 program shall not adversely affect an employee's service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision benefits, or the Flex-Elect cash option.
- g. Compensation for purposes of retirement, death, and disability benefits shall not be affected by the PLP 2012 and shall be based on the unchanged salary rate.
- h. Service calculation for purposes of retirement allowances for employees participating in the PLP 2012 program shall be based on the amount of service that would have been credited based on the unchanged salary rate.
- i. The PLP 2012 reduction shall not affect transfer determinations between state civil service classifications.
- j. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis consistent with their time base.
- k. All Permanent Intermittent employees salary shall be subject to the proration of salary and PLP 2012 credits pursuant to the chart below:

Hours Worked during Pay Period	Salary Reduction In Hours Credit	PLP 2012
0 - 10.9	0	0
11 - 30.9	1	1
31 - 50.9	2	2
51 - 70.9	3	3
71 - 90.9	4	4
91 - 110.9	5	5
111 - 130.9	6	6
131 - 150.9	7	7
151 over	8	8

- I. Employees on NDI, ENDI, IDL, EIDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the PLP 2012 for that month.

4. **6.2 Vacation Modification:**


- a. For the next two vacation bid cycles (October 2012 and 2013) an employee may sign up for no more than three (3) vacation periods in a bid cycle. The three (3) vacation periods shall be for consecutive days and combined shall not exceed thirty-four (34) eight (8) hour vacation/PLP days during the calendar year, and any one vacation period shall not exceed twenty four (24) vacation days during the calendar year. The vacation periods shall be separated by at least twenty two (22) calendar days. For the purpose of this Subsection, an employee's chosen vacation period may not exceed the employees accrued vacation time balance at the time the vacation is to be taken and the actual PLP balances as of October 1, 2012 or 2013.

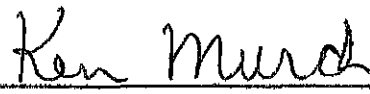
Once the 634 or 998 (timesheet) is submitted, the employee shall designate what type of accrued time they will use to cover their bidded vacation period, excluding sick leave.


- b. Ad Hoc Bidding (For all Departments): For the next two vacation bid cycles (December 2012 and 2013) Beginning December 1 of each year, employees may select time off from the remaining posted dates of the calendar on a first-come, first-served basis. For the purpose of this Section, employees may use only available unscheduled vacation, Annual Leave, CTO, holiday time, PLP leave or personal holiday. If the selection is ten (10) or more calendar days prior to the first selected day off, the selection shall be granted. A request for time off with fewer than ten (10) calendar days notice may be granted. Ad Hoc time that is cancelled by an employee during the calendar year, shall be reposted for selection on a first come first serve basis. Ties will be broken by hire date followed by lot.

5. **Compensating Time Off Audit**

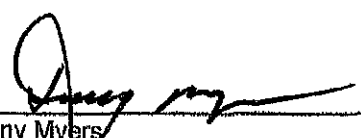
Management will conduct an audit of the employees accumulated CTO to ensure compliance with and administration of Article 5.1 Overtime (E) and (F) of the MOU. The audit shall be completed within three (3) months from the effective date of this agreement. No later than October 31, 2012, the Departments shall provide the results of the audit to CAPT. Should any violations exist, the Department shall remedy all violations in accordance with Article 5.1, sections (E) and (F) of the MOU. CAPT shall receive the names and work locations, of all employees, who received a remedy. This list shall be included with the audit.


Shawn Ramirez
Labor Relations Officer
Department of Personnel Administration
6/13/12
7:10pm



Ken Murch
Consultant
California Association of Psychiatric Technicians
6-13-12
7:10pm.



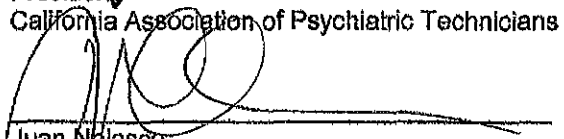
Andres Mejia
Labor Relations Manager
Department of Personnel Administration




Tony Myers
President
California Association of Psychiatric Technicians




Malayna Babb
Chief of Labor Relations
Department of Developmental Services



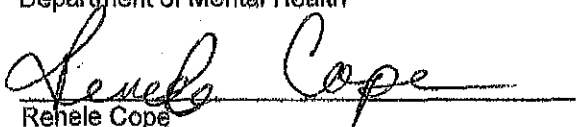
Juan Nolasco
Vice President
California Association of Psychiatric Technicians



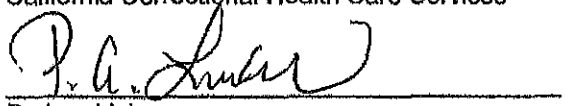
Steven Lederer
Assistant Chief Labor Relations
Department of Mental Health



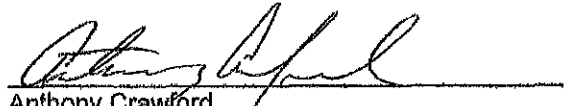
Sandra Hackett
Labor Relations Specialist
Department of Mental Health



Renele Cope
Labor Relations Manager
California Correctional Health Care Services



Padma Linker
Labor Relations Specialist
Department of Corrections and Rehabilitation



Anthony Crawford
Staff Finance Budget Analyst
Department of Finance

Department of Personnel Administration
 Bargaining Unit 18
 California Association of Psychiatric Technicians (CAPT)
 2012 Side Letter Agreement
 (Savings) / Cost
 (Dollars in Thousands)

CBID	2012 Side Letter Agreement *		2012-13			2013-14			Total Incremental			Total Budgetary		
	Costing Proposal	Eff Date	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total
R18	Personal Leave Program	7/1/2012	(\$12,937)	(\$4,588)	(\$17,525)				(\$12,937)	(\$4,588)	(\$17,525)	(\$12,937)	(\$4,588)	(\$17,525)

Statutorily and/or Existing Contract Adjustment **			GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total
R18	Health , Dental, Vision Increases	7/1/2012	\$3,620	\$1,284	\$4,904	\$1,477	\$524	\$2,001	\$5,097	\$1,808	\$6,905	\$8,718	\$3,092	\$11,809
R18	Total		\$3,620	\$1,284	\$4,904	\$1,477	\$524	\$2,001	\$5,097	\$1,808	\$6,905	\$8,718	\$3,092	\$11,809

* Included in the budget as of 2012-13 May Revision.

** These numbers are for informational purposes only. The 2012-13 numbers are included in the current budget. The out-year numbers will be included in future budgets.

2012 and 2013 Health rates are based on Actuals

2013 Dental and Vision rates are based on a 0% growth per Benefits