



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

Office Of The Director

1515 S Street, North Building, Suite 400
Sacramento, CA 95811

www.calhr.ca.gov

Governor Edmund G. Brown Jr.

Director Julie Chapman

Chief Deputy Director, Howard Schwartz

August 30, 2013

The Honorable Mark Leno
Chair, Joint Legislative Budget Committee
Legislative Office Building
1020 N Street, Room 553
Sacramento, CA 95818

Re: Addenda: Service Employees International Union (SEIU) Local 1000, Bargaining Unit 5, the California Association of Highway Patrolmen (CAHP): Various Agreements

This is to inform you of recent agreements reached between the State and SEIU Local 1000, and the CAHP.

- **BU 5, CAHP**- the rates negotiated in the 2013 addendum, JLBC 13-11, for meals and incidental expenses did not conform with established federal tax rates/rules, this agreement does not increase, or decrease the *total* amount provided to employees rather it changes the distribution of the amounts to bring them in line with federal tax rules.
- **SEIU, Local 1000** - the rates negotiated in the 2013 Memorandum Of Understanding for employees in all SEIU represented bargaining units, AB 1377, Chapter 63, Statutes of 2013, contained rates that did not conform with established federal tax rates/rules. As with the agreement above, this agreement does not increase or decrease the amount provided to employees but is conforming to federal tax rules.
- **SEIU, Local 1,000** - agreement regarding the transfer of employees from the Ocean Protection Council, State Coastal Conservancy to the Natural Resources Agency. This agreement outlines working conditions for the transferred employees. The Council's transfer is included in SB 72, the Public Resources Budget Trailer bill.
- **SEIU, Local 1000** - agreement regarding the activation of the California Health Care Facility Stockton. This agreement outlines leave requests and post and bid for employees. The agreement is temporary and will expire June 30, 2014.

It is anticipated that there are no costs associated with these agreements. However, CalHR is providing these addenda for the Committee's information according to Government Code §3517.63. If you have any questions or concerns please contact Nancy Farias, Legislative Deputy at (916) 327-2348.

Sincerely,



Julie Chapman, Director
California Department of Human Resources

attachments

cc: Members, Joint Legislative Budget Committee

Peggy Collins, Principal Consultant
Joint Legislative Budget Committee

David Lanier, Legislative Affairs Deputy
Office of Governor Edmund G. Brown Jr.

Mac Taylor, Legislative Analyst
Office of the Legislative Analyst

ecc:

Marianne O'Malley, Director Gen. Government
Office of the Legislative Analyst

Nick Schroeder, Consultant
Office of the Legislative Analyst

Richard Gillihan, Program Budget Manager
Department of Finance

Craig Cornett, Chief Fiscal Policy Advisor
Office of the Pro Tem

Charles Wright, Chief Consultant
Office of the Pro Tem

Chris Woods, Budget Director
Office of the Speaker

Greg Campbell, Chief of Staff
Office of the Speaker

Nick Hardeman, Chief Consultant
Office of the Speaker

Seren Taylor, Staff Director
Senate Republican Fiscal Office

Chantele Denny, Consultant
Senate Republican Fiscal Office

Anthony Archie, Consultant
Assembly Republican Fiscal Office

Peter Schaafsma, Staff Director
Assembly Republican Fiscal Office

Keely Bosler, Staff Director
Senate Budget Committee

Mark Ibele, Consultant
Senate Budget Committee

Christian Griffith, Chief Consultant
Assembly Budget Committee

Mark Martin, Consultant
Assembly Budget Committee

Mark McKenzie, Staff Director
Senate Appropriations Committee

Maureen Ortiz, Consultant
Senate Appropriations Committee

Geoff Long, Chief Consultant
Assembly Appropriations Committee

Roger Dunstan, Consultant
Assembly Appropriations Committee

Pamela Schneider, Chief Consultant
Senate PE&R Committee

Karon Green, Chief Consultant
Assembly PER&SS Committee

Gary Link, Consultant
Senate Republican Caucus

Terry Mast, Consultant
Assembly Republican Caucus

Alene Shimazu, Chief
Fiscal Analysis, CalHR

Pam Manwiller, Chief
Labor Relations, CalHR

Bargaining Unit 5

CAHP

**AGREEMENT BETWEEN
CALIFORNIA ASSOCIATION OF HIGHWAY PATROLMEN
And the State of California**

This agreement is entered into by the State of California, Department of Human Resources (CalHR), and CAHP in order to promote harmonious labor relations between the State and the Union.

Whereas, the parties determined the rates negotiated in the 2013 MOUs for meals and incidental expenses did not conform with established federal tax rates, resulting in unintended and adverse tax consequences for the CAHP bargaining unit members;

Whereas, the parties determined it was in the best interest of the CAHP bargaining unit members to amend the meals and incidental expense rates to conform with federal tax rates to avoid subjecting the CAHP bargaining unit members to adverse tax consequences.

Therefore, the State and the Union do hereby agree as follows:

Effective September 1, 2013, Article 70. **Business and Travel subdivision** will be amended as follows:

- 1) Meals/incidentals. Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. Receipts for meals must be maintained by the employee as substantiation that the amount "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

(a) Rates: Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

Breakfast up to	\$7.00
Lunch up to	\$11.00
Dinner up to	\$23.00
Incidentals up to	\$5.00
Total up to	\$46.00 (Every full 24 hours of travel)

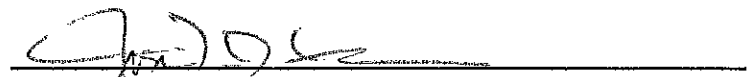
DATED: August 7, 2013

STATE OF CALIFORNIA



Pam Manwiller
Deputy Director, CalHR

CALIFORNIA ASSOCIATION OF HIGHWAY PATROL



Jon Haggm
CEO, CAHP



CC Main
Assistant Chief, Highway Patrol

SEIU, Local 1000:

Business and Travel

Transfer the Ocean Protection Council

Activation of California Health Care Facility Stockton

**AGREEMENT BETWEEN
SEIU Local 1000
And the State of California**

This agreement is entered into by the State of California, Department of Human Resources (CalHR), and SEIU, Local 1000 in order to promote harmonious labor relations between the State and the Union.

Whereas, the parties determined the rates negotiated in the 2013 MOUs for meals and incidental expenses did not conform with established federal tax rates, resulting in unintended and adverse tax consequences for the Local 1000 bargaining unit members ;

Whereas, the parties determined it was in the best interest of the Local 1000 bargaining unit members to amend the meals and incidental expense rates to conform with federal tax rates to avoid subjecting the Local 1000 bargaining unit members to adverse tax consequences

Therefore, the State and the Union do hereby agree as follows:

Effective September 1, 2013, Article 12.1 **Business and Travel subdivision A.1.** will be amended as follows:

- 1) Rates - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

Breakfast up to \$7.00

Lunch up to \$11.00

Dinner up to \$23.00

Incidentals up to \$5.00

Total up to \$46.00 (Every full 24 hours of travel)

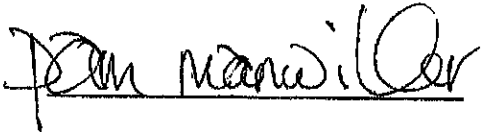
In no case shall any Local 1000 bargaining unit member receive less than \$46 for actual meal/incidental expenses incurred in a full 24 hour period of travel. In addition, other than the change in rates described above, nothing

in this agreement modifies, deletes or otherwise changes the provisions of Article 12.1 of the parties' MOUs.

DATED: August 5, 2013

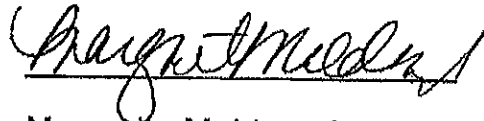
STATE OF CALIFORNIA

SEIU Local 1000

Handwritten signature of Pam Manwiller in black ink, written over a horizontal line.

Pam Manwiller

Deputy Director, CalHR

Handwritten signature of Margarita Maldonado in black ink, written over a horizontal line.

Margarita Maldonado

VP of Bargaining

THE FOLLOWING CONSTITUTES AN AGREEMENT BETWEEN SEIU LOCAL 1000 AND THE DEPARTMENT OF STATE HOSPITALS REGARDING THE

ACTIVATION OF THE CALIFORNIA HEALTH CARE FACILITY STOCKTON (CHCF)

WHEREAS, the DEPARTMENT OF STATE HOSPITALS (DSH) provided SEIU Local 1000 with notice and SEIU requested to meet and confer regarding the activation of the DSH-Stockton within the CHCF;

WHEREAS, DSH and SEIU have arrived at the following agreement.

1. **Activation Meetings:** During the DSH-STK activation, upon request of SEIU Local 1000, DSH shall meet with the union to address any concerns regarding the activation within 30-days of the request. SEIU shall provide an agenda listing the topics to be discussed five (5) days prior to any meeting date.
2. **Leave Requests:**
 - A. In an effort to allow employees in Bargaining Unit 15 and 17 with accrued leave balances (i.e. Vac., A/L, PLP, FH, HC) to have the opportunity to use time off through 12/31/2013, DSH-STK will post a time off calendar on the 1st of each month for the following 2 months (On 9/01 post Sep/Oct calendar; on 10/01 post Oct/Nov calendar, on 11/01 post Nov/Dec calendar.) On a form provided by DSH-STK, employees may submit a time off request for up to six (6) consecutive days off. This form shall be submitted by the 10th of each month, and awards will be posted by the 15th of each month. Time off slots that remain vacant or are cancelled by an employee shall be made available on a first-come first-serve, ad-hoc basis.
 - B. One vacation calendar will be used for level of care employees similar to other DSH facilities. Time off shall be granted in order of seniority.
 - C. DSH-STK shall follow the applicable MOU for vacation scheduling, except that the dates for 2013 bid (2014 Bid Vacations) only shall be as follows:
 - a. DSH-STK shall post the vacation calendar by 11/15/13.
 - b. Employees shall bid in seniority order between 12/2/13 and 12/15/13, and;
 - c. Beginning 12/16/13, employees may select time off on a first-come first-serve basis from the remaining posted dates.
 - D. Employees whose shifts or RDOs are changed as part of the 2014 one-time Post and Bid shall retain the same amount of consecutive time off in the requested period and will have the RDOs and days off adjusted accordingly.
 - E. All other SEIU Local 1000 represented employees shall request and be granted vacation per the applicable MOU.

3. Post and Bid:

During Activation (through 01/01/14)

From September 1, 2013 through January 1, 2014, a temporary Post and Bid process will be utilized as DSH buildings are activated. DSH-STK will post 50% (equal distribution on all shifts) of the positions subject to DSH Post and Bid per the BU 15 and BU 17 MOUs. All DSH-STK employees in the posted classifications will be allowed to bid for the posted position. The State will provide a form to use for this process which will indicate this is a temporary

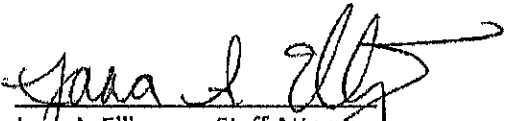
assignment and expires no later than 3/1/14. No positions posted in this temporary process are considered a permanent Post and Bid position.

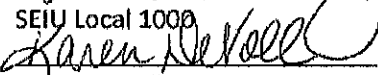
Post and Bid: one-time

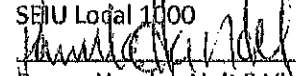
- A. Once all DSH buildings are activated, DSH-STK will conduct a one-time Post and Bid in accordance with the MOU.
- DSH-STK will post a seniority list by 1/15/14.
 - All BU 15 and 17 available positions will be posted by Monday 2/3/14 identifying management and/or Post and Bid designation.
 - All employees (except those in New Employee Orientation) shall be allowed to select a position based on seniority.
 - Only employees that are awarded a Post and Bid position and not on probation shall hold a Post and Bid position; all other positions will be designated management positions.
- B. After the one-time Post and Bid process is completed, DSH-STK shall follow the Post and Bid language as outlined in the respective MOU.

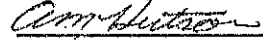
DATED: August 13, 2013

EXPIRATION DATE: June 30, 2014

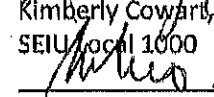

Jana A. Ellingson, Staff Attorney
SEIU Local 1000

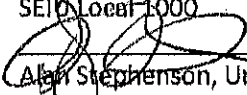

Karen DeVoll, Unit 1 BUNC
SEIU Local 1000

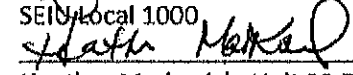

Pam Handel, Unit 3 Vice Chair
SEIU Local 1000


Ann Hutson, Unit 11 DBUR
SEIU Local 1000

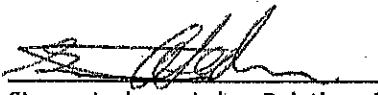

Kimberly Cowart, Unit 17 Chair
SEIU Local 1000

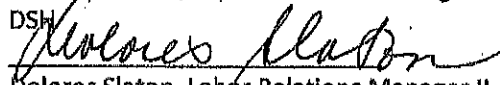

Silochana Naldoo, Unit 17 DBUR
SEIU Local 1000

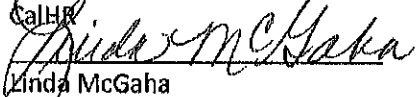

Alan Stephenson, Unit 17 BUNC
SEIU Local 1000

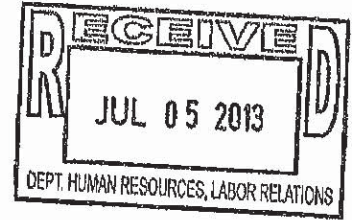

Heather Markovich, Unit 20 DBUR
SEIU Local 1000


Samantha Anaya, Union Representative
SEIU Local 1000


Steven Lederer, Labor Relations Manager I
DSH


Dolores Slaton, Labor Relations Manager II
CalHR


Linda McGaha
Labor Relations Coordinator
DSH-STK



LETTER OF AGREEMENT
Between
SEIU LOCAL 1000 AND THE STATE OF CALIFORNIA
Concerning the
TRANSFER OF THE OCEAN PROTECTION COUNCIL FROM THE STATE COASTAL CONSERVANCY
TO THE CALIFORNIA NATURAL RESOURCES AGENCY

This Letter of Agreement represents the full and complete understanding between the State and the Service Employees International Union (SEIU), Local 1000, related to the effects on Local 1000-represented employees of the transfer of the Ocean Protection Council from the State Coastal Conservancy to the California Natural Resources Agency.

This transfer was part of the 2013-2014 Governor's budget to consolidate the state's work on ocean protection.

A. Employees Who Telework from the Bay Area

1. The following employees shall be permitted to telework, as defined in Article 21 of the current Memorandum of Understanding (MOU) between Local 1000 and the State of California:
 - a. Christopher Basenty, Staff Information Systems Analyst;
 - b. Abe Doherty, Conservancy Project Development Specialist;
 - c. Clare O'Reilly, Conservancy Project Development Analyst II; and
 - d. Valerie Termini, Conservancy Project Development Analyst II.
2. Telework employees will be expected to travel to Sacramento on the average of two days per week. It is understood, however, that work schedules in Sacramento will vary, depending on the operational needs of the department and travel for work purposes outside of Sacramento.
3. With the supervisor's approval, any work performed during the commute time to and from Sacramento shall be counted toward the eight (8) hour work day.
4. Employees shall be eligible for mass transit reimbursements in accordance with Article 12.4 of the current MOU.
5. Mileage for field assignments when teleworking will be from the employee's home to the field assignment.

6. In the event an employee who teleworks decides to relocate to Sacramento, the employee shall be reimbursed for moving and relocation expenses in accordance with Article 12.2 of the current MOU. Claims for reimbursement must be submitted no later than July 1, 2015.

B. Employees Who Telework from Mendocino and Orange Counties

1. The State shall evaluate whether to continue telework from Mendocino and Orange Counties. Impacted employees shall continue to telework for a minimum of six (6) months, until at least December 1, 2013. If the State decides to transfer the employees' positions to Sacramento, the affected employees shall be given a 60-day notice of the transfer.

The two employees who currently telework from Mendocino and Orange Counties are:

- a. Laura Engeman, Conservancy Project Analyst, II and
 - b. Shella Semans, Conservancy Project Development Specialist.
2. In the event these employees decide to relocate to Sacramento, moving expenses shall be reimbursed in accordance with Article 12.2 of the current MOU. Claims for reimbursement must be submitted within two years of the report date to Sacramento.

C. Time Off

All pre-approved time off will be honored.

D. Resolution of Disputes

Any grievances regarding the interpretation and/or application of this letter of agreement shall be resolved through Article 6, Grievance and Arbitration Procedures, of the current Memorandum of Understanding between SEIU Local 1000 and the State of California, up to the CalHR level.

E. Sunset Date of This Agreement

With the exception of A6 and B2, this Agreement shall expire on March 1, 2014.