

**CALIFORNIA DEPARTMENT OF HUMAN RESOURCES
SUMMARY OF COLLECTIVE BARGAINING AGREEMENTS
FOR BARGAINING UNITS 1, 3, 4, 11, 14, 15, 17, 20 & 21**

**Exclusive Employee Representative
Service Employees International Union (SEIU) Local 1000**

Number of Employees: Approximately 91,077 full-time equivalents

General Provisions:

I. Retirement

Benefit Formula Calculation

- Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20 & 21, employees who become CalPERS members on or after January 1, 2013, are subject to the Public Employees' Pension Reform Act (PEPRA) Retirement Formula of 2% at age 62.
- Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20 & 21 employees who become CalPERS members on or after January 1, 2013, are subject to the State Safety PEPRA Retirement Formula of 2% at age 57.
- Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20 & 21, employees who become CalPERS members on or after January 1, 2013, are subject to the Second Tier PEPRA Retirement Formula of 1.25% at age 67.

Employee Pension Contribution

- All Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20 & 21 members in First Tier Miscellaneous Retirement shall contribute 8% of monthly compensation over \$513.
- Effective July 1, 2013, all BU 1, 3, 4, 11, 14, 15, 17 & 20 members in First Tier Industrial Retirement shall have their contribution increased from 8% to 9% of monthly compensation over \$513.
- Effective July 1, 2013, all BU 1, 3, 4, 11, 14, 15, 17 & 20 members in First Tier Industrial Retirement who do not participate in social security shall have their contribution increased from 9% to 10% of monthly compensation over \$317.
- Effective July 1, 2013, all Second Tier members shall contribute 1.5% of monthly pensionable compensation and the contribution will increase by 1.5% points annually. The final annual increase in the contribution rate shall be adjusted as appropriate to reach fifty percent (50%) of normal cost.

- Effective July 1, 2013, all Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20 & 21 members in State Safety Retirement shall have their contribution increased from 9% to 10% of monthly compensation over \$317. Effective July 1, 2014, all Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20 & 21 members in State Safety Retirement shall have their contribution increased from 10% to 11% of monthly compensation over \$317.

II. Compensation

Cost of Living Increase

- Effective July 1, 2014, contingent on the projected State revenues of the 2014-15 Budget, all BU 1, 3, 4, 11, 14, 15, 17, 20 & 21 represented classifications (excluding Seasonal Clerks) will receive a 2% General Salary Increase (GSI). Effective July 1, 2015, all BU 1, 3, 4, 11, 14, 15, 17, 20 & 21 represented classifications (excluding Seasonal Clerks) will receive a 2.5% General Salary Increase.
 - If the projected State revenues are not achieved, all BU 1, 3, 4, 11, 14, 15, 17, 20 & 21 represented classifications (excluding Seasonal Clerks) will receive a 4.5% GSI effective July 1, 2015.
- Effective July 1, 2014, contingent on the projected State revenues of the 2014-15 Budget, the Seasonal Clerk classification shall receive a fifty (50) cents per hour GSI.
 - If the projected State revenues are not achieved, effective July 1, 2015, the Seasonal Clerk classification shall have a fifty (50) cents per hour General Salary Increase effective July 1, 2015.

III. Health Benefits

Employer Contribution

- The State's monthly contribution to the health insurance portion of the BU 1, 4, 11, 14, 15, 17, 20 & 21 employee's allowance shall be an amount equal to eighty percent of the weighted average of the premiums for the four Basic health benefit plans with the largest enrollment (the 80/80 formula).
- The State's monthly contribution to the health insurance portion of BU 3 employee allowance will be set at a dollar amount that equals the 80/80 formula. The amounts shall be increased on January 1, 2014, January 1, 2015, and January 1, 2016.

Dependent Coverage

- Thirty (30) days after ratification, employees will become eligible for the full employer contribution for dependent health coverage after one year of State employment. The State will contribute 75% of the normal amount for dependents during the vesting period.

IV. Miscellaneous

- The State will not mandate a reduction in work hours (furlough/PLP) program for BU 1, 3, 4, 11, 14, 15, 17, 20 & 21 employees during the term of this agreement.
- The State and SEIU Local 1000 agree to present to the Legislature, as part of the legislation implementing this Memorandum of Understanding (MOU), a provision to appropriate funds to cover the economic terms of this agreement through July 1, 2016.
- Business and Travel, the State increased the meal reimbursement rates by \$2.00. The State increased lodging rates as follows:

County	Lodging Rate
All counties except those listed below.	\$90
Los Angeles, Orange, Ventura, Edwards AFB, less the city of Santa Monica	\$120
Sacramento, Napa, Riverside	\$95
San Diego, Monterey County, Alameda, San Mateo, Santa Clara	\$125
San Francisco, City of Santa Monica	\$150

- State Owed Housing – rental rates will be frozen until July 1, 2015, for those employees required to live in state housing.
- Organ Donation was incorporated into the MOU agreements consistent with AB 1825 (Nakano), Chapter 869, Statutes of 2002.
- The State continues its commitment to work with SEIU within the already established Contracting Out Committees in an effort to reduce unnecessary costs in contracting out.
- The State agrees to ensure that Retired Annuitants work in accordance with PEPRA requirements and will be utilized for mission critical work.
- The State agrees to continue to provide Student Assistants the opportunity to gain work experience consistent with their field of study.

Unit Specific Provisions:

Unit 1- Administrative, Financial and Staff Services- Summary of Changes:

- Establishes a committee of 5 Union members and 5 State employees to review 10 BU 1 classifications each year for comparison of compensation and vacancy rates, committee recommendations will go to the Director of the CalHR.
- Disability Determination Services pilot program is transitioned to a Joint Labor Management Committee (JLMC).
- The California State Lottery (CSL) will notify and meet and confer when a change is made to the Sales Incentive Bonus.
- Provides a JLMC for Information Technology training.

Unit 3- Professional Educators and Librarians- Summary of Changes:

- The parties agree to form a new JLMC to discuss topics related to compensation, classification, credentialing and related issues affecting Bargaining Unit employees.
- The State and the Union agree each department will continue to provide Positive Behavioral Support Training to Bargaining Unit Employees who may be at risk for assault from persons they serve and/or with whom they come in contact in the course of their employment.
- Retain language from a prior side letter regarding temperature controls for the Department of Juvenile Justice (DJJ) classrooms and incorporated the side letter into the body of the MOU.
- Update a provision regarding a classification study for Librarians and Senior Librarians in the California Department of Corrections and Rehabilitation (CDCR) and forms a committee in order to complete the review and discuss study results.
- The parties agree to provide copies of the salary schedules for the State Special Schools and the Diagnostic Centers within California Department of Education (CDE) to the affected employees and the Union.
- Move language from the prior CDE Coaching Stipend from Side Letter #7 into the body of the MOU.
- Update language regarding CDCR compliance with the court orders associated with Farrell v. Allen.
- Update language regarding salary movement between DJJ salary schedule steps to reflect percentage changes of less than 3.5%.
- Modify language listing holidays for Bargaining Unit employees by changing "Christmas" to "December 25."
- Delete obsolete language regarding Non-credentialed Reentry Program Instructors and the related Bridging Program at CDCR.
- Correct and complete listing of CDCR Institutions identified in section describing salary schedule placement.

Unit 4- Office and Allied- Summary of Changes:

- Employees at the State Special School, Ten-Month Compensation Agreement, will be allowed, at the beginning of the academic calendar year, the irrevocable choice to have overtime paid in cash or compensating time off (CTO). CTO balances that remain at the end of the academic calendar shall be cashed out.
- Department of Motor Vehicles (DMV) Call Center differential provides one hundred dollars (\$100) each monthly pay period for Motor Vehicle Field Representatives and Senior Motor Vehicle Technicians who perform call center work at least fifty percent (50%) or their normal work duties in a call center.
- Department of Consumer Affairs (DCA) Call Center differential is an existing differential for Program Technician I and II. This differential now includes the Program Technician III, who performs at least fifty percent (50%) of their normal duties in a call center, the one hundred dollars (\$100) per month.
- California Health Benefit Exchange differential provides one hundred dollars (\$100) per month to Program Technicians who perform at least fifty percent (50%) of their normal duties responding to public inquiries.
- Adds California State Lottery (CSL) Scratcher Sales Bonus (which is an existing bonus) language stating that if CSL makes any changes to the scratcher sales bonus they will provide notice to the Union pursuant to the entire agreement clause.
- Program Technician Classification Series establishes a joint committee to study the series.
- Dispatcher Clerk Classification Series establishes a joint committee to study the series. This committee will not begin until the Program Technician Series study is completed.
- Seasonal Clerks, incorporates CalHR, Rule 599. 709, Minimum Work Time, of four (4) hours for employees who are scheduled to work.

Unit 11- Engineering and Scientific Technicians- Summary of Changes:

- Modifies the department participants on the JLMC and specific issues that may be discussed.
- Adds language to specifically require the Air Resources Board and the Department of Food and Agriculture to report assault and/or battery of inspection employees to the appropriate law enforcement agency.
- Changes the evaluation period for the Water Resources Operational Availability Incentive Program to modify the ending date from December 31 to December 15 of each year, and corrects the internal MOU reference regarding Compensating Time Off (CTO) usage.
- The parties agree that the State will conduct a classification study of the Laboratory Assistant series.
- Deletes the article regarding rest periods and adopt language common to all SEIU units.
- Updates language in Side Letter regarding classification study for Fish and Wildlife Specialist (Lead) to require the parties meet to discuss the exceptional allocation issued by CalHR permitting the temporary use of the Fish Habitat Assistant at the Department of Fish and Wildlife fish hatcheries.

Unit 14- Printing and Allied Trades- Summary of Changes:

- Overtime assignments for Work Week Group 2 employees that provide overtime will be distributed by seniority within the classification.
- Provides fifteen (15) working days advance notice to employees for permanent shift changes.
- Establishes a joint committee on the future of the printing trades in State government.

Unit 15- Allied Services- Summary of Changes:

- Employees at the State Special School, Ten-Month Compensation Agreement, will be allowed, at the beginning of the academic calendar year, the irrevocable choice to have overtime paid in cash or compensating time off (CTO). CTO balances that remain at the end of the academic calendar shall be cashed out.
- Effective July 1, 2013, DGS will provide Custodians with a yearly footwear allowance in the amount of \$100.
- The DGS and SEIU agree to participate in a Joint Labor/Management sub-committee to discuss Custodial issues such as duties performed, equipment operated, cleaning methods and individual custodial cleaning requirements unique to various worksites.
- SEIU may request to establish a task force with the CDCR to explore the hiring and retention of Correctional Supervising Cooks and to discuss overtime concerns.
- Overtime meal allowance language was clarified to ensure consistency, that employees are entitled to an \$8.00 allowance.
- Language added to the Exchange of Time Off – Multi-Shift Operations, which allows SEIU to grieve up to Step 3 (CalHR) of the grievance process.
- Language added to Overtime Distribution – CDCR, which allows SEIU to grieve alleged violations of the voluntary overtime process directly to Step 2 (Department Head) of the grievance process.
- CDCR and SEIU agree to reduce the minimum number of cooks required in an institution in order for a District BU Representative to have a position designated in the 80% for Post and Bid purposes.
- State Special Schools will be required to cash out all CTO accruals remaining at the end of each school year

Unit 17- Registered Nurses- Summary of Changes:

- Employees at the State Special School, Ten-Month Compensation Agreement, will be allowed, at the beginning of the academic calendar year, the irrevocable choice to have overtime paid in cash or compensating time off (CTO). CTO balances that remain at the end of the academic calendar shall be cashed out.
- State Special Schools will be required to cash out all CTO accruals remaining at the end of each school year.
- Nurse Practitioners will receive one (1) hour of compensating time off for travel time if called back to work.
- Establishes a committee on Nurse practices and upward mobility.
- Establishes a committee to review education, certifications, and compensation of BU 17 classifications.

Unit 20- Medical and Social Services- Summary of Changes:

- Employees at the State Special School, Ten-Month Compensation Agreement, will be allowed, at the beginning of the academic calendar year, the irrevocable choice to have overtime paid in cash or compensating time off (CTO). CTO balances that remain at the end of the academic calendar shall be cashed out.
- The State extends continuing education leave for five BU 20 classifications consistent with their license/certification requirements.
- State Special Schools will be required to cash out all CTO accruals remaining at the end of each school year.
- Post and Bid enhancements in CalVET, and California Correctional Health Care Services.

Unit 21- Educational Consultants and Library- Summary of Changes:

- The State and Union agree to an 18-month Pilot Program that highlights BU 21 employee's existing right to request the use of 1 month of continuous Educational Leave after an employee has 5 years of service.
- The State and Union agree to add the word "fiscal" to Article 12.14 for clarification purposes. This provision provides reimbursements for membership dues in job related professional societies/associations.
- The State and Union agreed to add the word "fiscal" to Article 12.15 for clarification purposes. This provision provides reimbursements for credential and/or license renewal fees.
- The State and the Union will modify Article 13.18, adding professional assessment to the purpose of the Professional Assessment and Development Committee. The Committee is comprised of five (5) members per side.
- The California Department of Education and the Union agree that upon completion of the review of the Bus Driver Training Specialist classification, that the Union may select a CDE utilized classification to meet with the department to determine whether changes to the class specification are needed.

V. Duration

- July 2, 2013, through July 1, 2016

VI. Fiscal

- FY 13/14 Cost: \$1.4 million (GF=\$0.4 million and OF = \$1.0 million)
- Total Incremental Cost: \$303.0 million (GF = \$127.6 million and OF = \$175.4 million)
- Total Budgetary Cost: \$439.0 million (GF = \$184.7 million and OF = \$254.3 million)

VII. Agreement

- The complete Tentative Agreement between the State and SEIU Local 1000 is posted at: <http://www.calhr.ca.gov/state-hr-professionals/Pages/bargaining-contracts.aspx>