

CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

SUMMARY OF COLLECTIVE BARGAINING AGREEMENT

FOR BARGAINING UNIT 12

**Exclusive Employee Representative:
International Union of Operating Engineers (IUOE)**

Number of Employees: Approximately 10,778 full-time equivalents

General Provisions

I. Health Benefits

Prefunding of Other Post-Employment Benefits

- Employees are currently contributing 3.5 percent towards the prefunding of post-retirement health benefits. Effective July 1, 2020, employees will begin contributing 4.6 percent toward the prefunding of post-retirement health benefits. Effective the first day of the pay period following ratification through the June 2021 pay period, the employees' monthly contribution for prefunding other post-employment benefits will be suspended for the 2020-21 fiscal year, and will not be withheld from employees' salaries (Article 11.14).

Employer Contribution for Active State Employees

- The state's monthly health benefit contribution for each employee shall continue to be a flat dollar amount equal to 80 percent of the weighted average of the basic health benefit plan premiums of the four largest enrolled basic health plans. The established flat dollar amounts shall be increased or decreased as appropriate on January 1, 2021.

The state's monthly dental contribution rates shall be in accordance with rates established January 1, 2020 (Article 3.1).

II. Compensation

Personal Leave Program (PLP 2020)

- Following ratification through the June 2021 pay period, PLP 2020 will apply to all IUOE-represented employees. Employees continue to work their assigned work schedules and shall have a reduction in pay equal to 9.23 percent.

Each full-time employee shall be credited with sixteen (16) hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program. PLP 2020 accruals do not expire. PLP 2020 may be cashed out upon separation from state service.

PLP 2020 leave shall not be considered as "time worked" for overtime purposes except when an employee is "mandated" to work overtime (New Article).

- The State shall not seek additional employee personal leave and furlough compensation reductions from BU 12 represented employees during the term of this MOU (New Article).

III. Miscellaneous

- Establishes the guidelines for reviewing, denying, and approving alternate workweek schedule requests. Clarifies management and employee schedule changes (Article 7.1).
- Clarifies what format and how often management posts the daily overtime record (Article 7.7).
- Clarifies that Department of Transportation employees must work overtime to be reimbursed for travel mileage (Article 7.10).
- Clarifies timeframes for Department of Water Resources rotating work shifts and relief assignments to align with existing practices (Article 8.7).
- Deletes language regarding "AWOL Automatic Resignation" (Article 15).
- Clarifies content of post and bid notices and defines a sustained formal action that may not be considered for bid positions (Articles 17.1 and 17.2).
- Establishes Career-Related Training leave provision to provide up to three days of paid time per calendar year to attend career-related training (New Article).

Contract Reopener Language – Elimination of Pay Decreases and Suspensions

- The determination of sufficient funding to restore the reductions shall be at the sole discretion of the Director of the Department of Finance if either of the following circumstances occur:
 - If the Director of the Department of Finance, as a result of appropriate federal legislation providing additional funding to the state to address the impacts of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.
 - If the Director of the Department of Finance, as a result of state revenue becoming sufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the cost of providing the pay that have been suspended or reduced as a result of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.

- In the event the Director of the Department of Finance elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.
- No provision of this Article shall be subject to the grievance and arbitration procedure; this Article is specifically not subject to arbitration (New Article).

IV. Term

- July 1, 2020, through June 30, 2021

V. Fiscal

- Fiscal Year 2020-21 savings: \$91.6 million (\$33.1 million General Fund)
- Total 1-Year Incremental savings: \$91.6 million (\$33.1 million General Fund)
- Total 1-Year Budgetary savings: \$91.6 million (\$33.1 million General Fund)

VI. Agreement

- This Agreement includes negotiated reductions in employee compensation.
- The complete Tentative Agreement between the state and IUOE is posted on the [CalHR Bargaining Unit 12 Contract Webpage](#).