

State of California
MEMORANDUM

TO: PERSONNEL MANAGEMENT LIAISONS

DATE: October 3, 1995
REFERENCE CODE: 95-046

THIS MEMORANDUM SHOULD BE DISTRIBUTED TO:

Employee Relations Officers
Personnel Officers

FROM: Department of Personnel Administration
Labor Relations Division

SUBJECT: Temporary Agreement -- Bargaining Unit 7

As you will recall, on August 8, 1995, the Department of Personnel Administration issued a PML 95-037 (enclosed) announcing a temporary agreement effective July 1, 1995, and ending September 30, 1995. Among its several provisions, the temporary agreement provided that: (1) the California Union of Safety Employees (CAUSE) Release Time Bank, Section 2.8, of the recently-expired agreement would continue to be made available for use by authorized CAUSE members; (2) Section 9.6, Union Leave, of the recently-expired Memorandum of Understanding (MOU) would continue to be made available for use by authorized CAUSE representatives; and (3) the State could continue to compensate any Unit 7 employee with either cash or compensating time off, pursuant to Section 7.6 of the recently-expired MOU.

THE AGREEMENT DESCRIBED ABOVE EXPIRED SEPTEMBER 30, 1995, AND IS NOT EXTENDED.

Consequently, effective immediately, the terms and conditions of employment for Bargaining Unit 7 employees are governed by existing case law as articulated in David Tirapelle's memo of June 27, 1995 (enclosed). This means that represented employees covered by the Fair Labor Standards Act must be compensated in cash for all overtime worked; represented employees may no longer receive union leave or utilize any of the time banks from the expired agreement; therefore, any represented employee utilizing the union leave provisions or any of the time banks must return to work immediately. Until further notice, all pending or future requests for union leave or use of the time banks will not be approved.

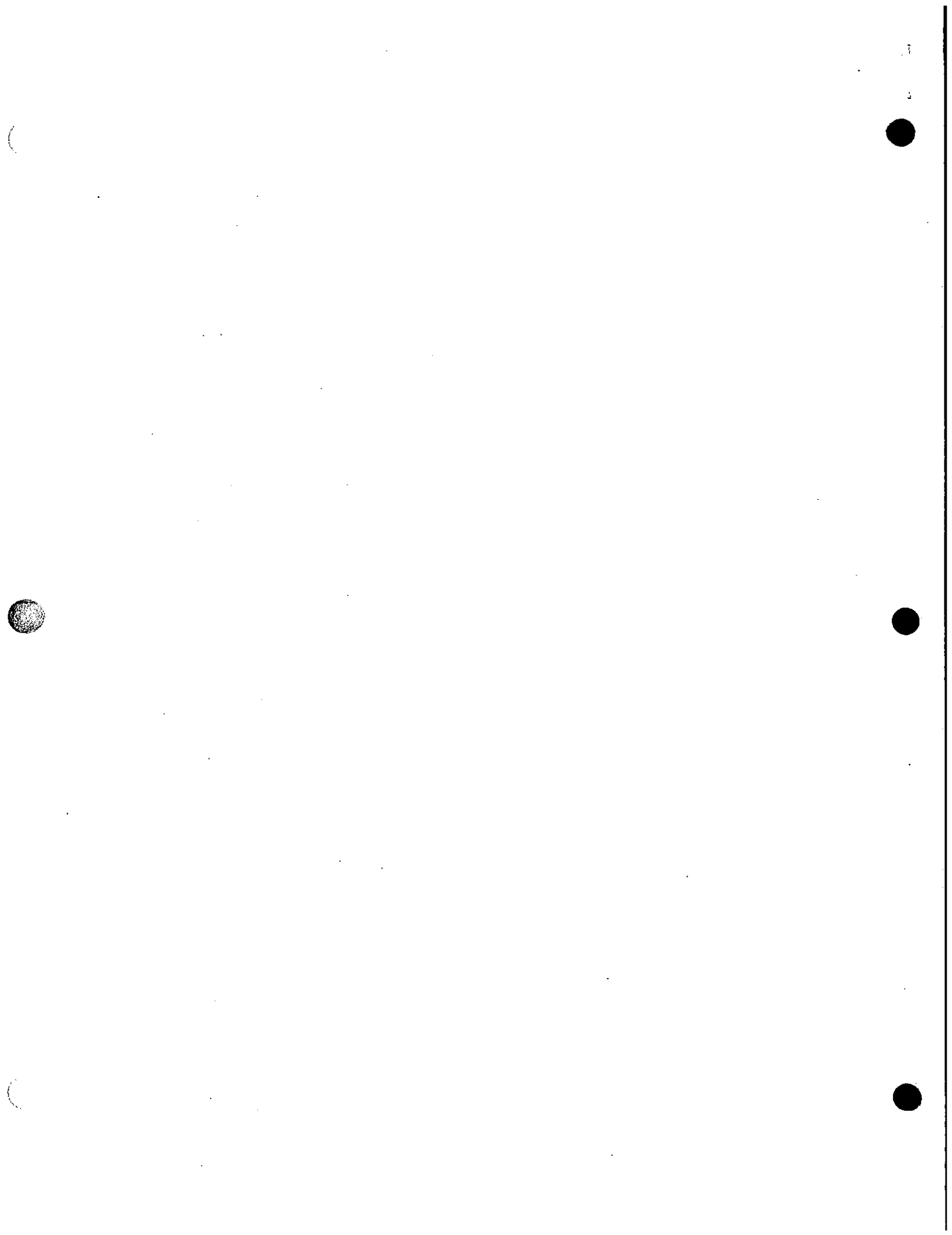
Questions regarding any of the above may be directed to me at (916) 324-0505, CALNET 445-0505, OfficeVision DPA(MTNAVARR), Internet MTNAVARR@SMTP.DPA.CA.GOV.



Michael T. Navarro
Labor Relations Officer

Enclosures

cc: Gary Messing and Sam McCall
Carroll, Burdick and McDonough, Attorneys at Law



MEMORANDUM

TO: PERSONNEL MANAGEMENT LIAISONS DATE: August 8, 1995
REFERENCE CODE: 95-037

THIS MEMORANDUM SHOULD BE DISTRIBUTED TO:

Employee Relations Officers
Personnel Officers

FROM: Department of Personnel Administration
Labor Relations Division

SUBJECT: Temporary Agreement -- Bargaining Unit 7 Employees

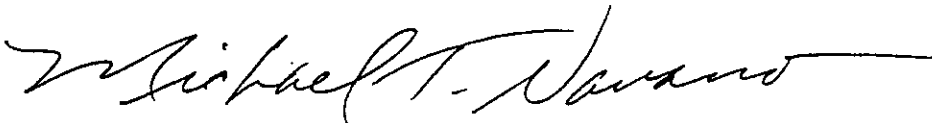
CONTACT: Michael T. Navarro
Principal Labor Relations Officer
(916) 324-0505, CALNET 8-454-0505
OfficeVision: DPA(MTNAVARR)
INTERNET: MTNAVARR@SMTP.DPA.CA.GOV

On June 27, 1995, the Department of Personnel Administration issued a memo relative to the status of collective bargaining (see attached copy). Subsequent to the issuance of that directive, the State and the California Union of Safety Employees (CAUSE) reached a temporary agreement effective July 1, 1995, and ending September 30, 1995, that modifies the earlier directive for Bargaining Unit 7 employees and provides the following:

1. The CAUSE Release Time Bank, Section 2.8, of the recently-expired Memorandum of Understanding (MOU) between the State and CAUSE will continue to be made available for use by authorized CAUSE members in accordance with the provisions of the expired agreement; however, only time that was contributed on or before June 30, 1995, will be available for use, and no additional donations are to be accepted after June 30, 1995.
2. Section 9.6, Union Leave, of the recently-expired MOU between the State and CAUSE will continue to be made available for use by authorized CAUSE representatives.
3. Since this agreement was recently-executed with a retroactive effective date, it is possible that some authorized CAUSE representatives may have used vacation, annual leave, or Compensating Time Off (CTO) for CAUSE organizational matters during July and the first part of August. Consequently, CAUSE representatives will have the option of converting their leave records to reflect use of the CAUSE Release Time Bank, Section 2.8, or Union Leave, Section 9.6, in accordance with the provisions articulated above.

4. The State can continue to compensate any Unit 7 employee with either cash or CTO, pursuant to Section 7.6 of the recently-expired MOU.
5. All other aspects of the June 27, 1995, memo from David J. Tirapelle remain in effect except as modified by this agreement.
6. As noted above, this agreement is effective July 1, 1995, and expires September 30, 1995, unless mutually extended or modified by the parties.

Questions concerning any of the above may be directed to me.



Michael T. Navarro
Principal Labor Relations Officer

Attachment

MEMORANDUM

Agency Secretaries
Department Directors

DATE: June 27, 1995

FROM: Department of Personnel Administration
Office of the Director

SUBJECT: Status of Collective Bargaining Agreements

The collective bargaining agreements for all Bargaining Units will expire on June 30, 1995, and will not be extended.

The salaries, benefits, and other terms and conditions of employment of represented employees in bargaining units with expired contracts will remain unchanged so long as negotiations continue, except for the following changes. There may be additional departmental policies or contract provisions which are time limiting that may require action. These will be reviewed on an individual basis. The following changes are effective July 1, 1995.

1. Employees will not be subject to fair share (agency shop fees) deductions, or to voluntary fee payer deductions in Bargaining Unit 9;
2. Employees may withdraw their union membership at anytime by notifying the State Controller's Office and their union;
3. Union requests for arbitration for grievances filed after the contract expires will be reviewed on a case-by-case basis consistent with applicable law;
4. Represented employees in classifications assigned to Work Week Group 2 (employees covered by the Fair Labor Standards Act) must be compensated in cash for all overtime worked. The use of compensating time off (CTO) is not permitted, except for CTO accumulated prior to contract expiration;
5. Represented employees may not receive union leave, except where agreed to in negotiation ground rules for union bargaining teams. This means all pending and future union leave requests may not be approved. All current union leave must be terminated, and all represented employees currently on union leave must return to work;
6. Union time banks consisting of State donated time off must be terminated, and all represented employees currently on leave using this time must return to work;

7. Union time banks consisting of leave time donated by represented employees may not be used, and all represented employees currently using this leave must return to work. Donations of employee leave time cannot be accepted after June 30, 1995, and any balance of donated leave time shall remain in the account until agreements are reached; and
8. The entire agreement clauses of the expired collective bargaining agreements are superseded by Government Code Section 3516.5 of the Ralph C. Dills Act. This means that any department proposing a change in a work rule or policy that is within the scope of representation and not a management right, such as budget, layoff, or organization, must obtain Department of Personnel Administration delegation to notice and meet and confer over the policy itself as well as its impact on the terms and conditions of employment of represented employees.

Please share this information with all your employees. Questions from your employees should be directed to your Personnel Officer or Employee Relations Officer.



David J. Tirapelle
Director

cc: Personnel Officers
Employee Relations Officers
Personnel Management Liaisons