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# UNION UPDATE



# \$250,000 overtime arbitration win for RNs

## Members stand together to fight for contract enforcement

15 Registered Nurses at Valley State Prison will receive an average of more than \$20 thousand in back pay after an arbitrator ruled that the California Department of Corrections and Rehabilitation (CDCR) improperly compensated them for overtime for more than two years.

A grievance, filed in 2011, alleged that the nurses were improperly paid straight time, while regularly scheduled to work 60 hours one week, and 24 hours the following week. The schedules were first implemented in 2008 and continued through 2012.

"Members taking action was crucial to our success," said Debra Sutherland, one of the RNs who filed the grievance. "This win started with members standing together at the workplace, and with the support of Local 1000, we prevailed."

Despite schedules that included 12-hour days and 84 hours over two weeks, CDCR paid no overtime—even though management led the nurses to believe that they were only entitled to four hours' overtime (over an 80-hour, two-week period) instead of 20 hours' overtime (over a 40-hour, one-week period as outlined in the contract).

### Arbitrator says CDCR knowingly ignored contract language

The nurses first challenged CDCR in June 2009. In the grievance, Local 1000 questioned the complexity of the payment system and called into question an

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—Brenda Sutherland  
Registered Nurse  
Valley State Prison



*"When we each take responsibility for understanding our rights, we become a stronger union when it's time to fight for what's rightfully ours."*

—Yvonne R. Walker  
Local 1000 president



"agreement" that the nurses were forced to sign that was inconsistent with our contract. The complaint also alleged that, given "the reasonable reliance of the grievants on personnel to explain the pay discrepancies and the role personnel took in hiding the truth from the grievants, they could not have been expected to know or learn that they were being paid in violation of our collective bargaining agreement."

According to the arbitrator's ruling, "CDCR knew (in 2009) it was violating the contract ... and ... chose to continue." The decision awards 10 hours of additional pay or CTO at the straight time rate for every week the nurses worked their scheduled 60 hours since 2009. The total award could amount to more than \$250,000, depending upon the number of weeks each nurse worked.

"This is a shining example of how a few committed members can make change happen," said Yvonne R. Walker, Local 1000 president. "When we each take responsibility for understanding our rights, we become a stronger union when it's time to fight for what's rightfully ours."

## Resource Center

Monday-Friday  
7 a.m. to 7 p.m.  
866.471.SEIU (7348)

## Website

[seiu1000.org](http://seiu1000.org)

## Connect with Local 1000

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## New contract shortens dependent vesting

### Health care benefits protected, improved

State worker dependents become eligible for fully-paid health care benefits twice as fast as before—in just 12 months instead of 24—under the terms of the new contract negotiated by the Local 1000 bargaining team and signed into law by the governor earlier this month.

Local 1000 members identified health care as a top priority, after protecting their hard-earned retirement. In a comprehensive bargaining survey answered by more than 12,000 members, preservation of the 80/20 health care premium benefit was identified as the #2 concern.

The new contract has no changes in the premium structure—but shortens the wait time for dependent eligibility. Under the terms of our agreement with the state, the employer health contribution for dependents is as follows:

- 75% of normal contribution for dependents upon initial enrollment
- 100% of normal contribution for dependents upon completion of 12 months of service.

### Personal Leave Program 2010/2012 Professional Development Days

## What you need to know

### Personal Leave Program 2010/2012:

There is now no expiration date for unused Personal Leave Program days accrued in 2010 and 2012. As always, you must use these days before any leave time except sick time.

### Personal Development Days

All Local 1000 represented employees accumulate two Professional Development Days during each fiscal year (July 1—June 30), and those days must be used during that same fiscal year. PDD days are to be used at the employee's discretion and management may not request documentation of the reason for leave.



## Premium vs. regular holidays

Your Local 1000 contract guarantees six premium holidays and five regular holidays each year, and defines the rate and method of payment for each holiday. Here is an overview of the rights granted by Article 7 of the contract—which can be seen in its entirety online at [seiu1000.org](http://seiu1000.org)



### Premium Holidays

If an employee works on a premium holiday, they receive 8 hours of holiday credit and one and one-half their hourly rate for all hours worked, paid by holiday credit, cash or CTO at the discretion of the state.

- January 1 (New Year's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- Thanksgiving Day
- Christmas

### Regular Holidays

If an employee works on a regular holiday, they receive 8 hours of holiday credit and their regular rate of pay for all hours worked, paid by holiday credit, cash or CTO at the discretion of the state.

- Martin Luther King Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Veterans Day (Nov. 11)
- César Chávez Day (March 31)
- The day after Thanksgiving

**Questions about your holiday rights, or the new contract?**

Contact your Local 1000 steward, or call the Member Resource Center at **866-471-SEIU (7348)**.