

1. All non-probationary employees have the right to a "no-fault" return to their former position (as defined in Govt. Code, § 18522).
2. Management reserves the right to return a non-probationary employee to their former position (as defined in Govt. Code, § 18522) for verifiable reasons. Such return shall be "no-fault" and the position shall be re-bid. The employees' right to bid shall be restored.
3. An employee accepting a bid position with the same appointing power, who is serving a probationary period, may return to their former position via a "no-fault" transfer or demotion.
4. An employee accepting a bidded position with another appointing power, may return to their former appointing power via a "no-fault" transfer or demotion with agreement of the former appointing power. If the former appointing power is not in agreement the employee may not be returned to their former appointing power except through a "no-fault" rejection from probation.

**K. Dispute Resolution**

Employees who dispute the appropriateness of the bid award for the posted position may file a written protest. The protest shall be filed within five (5) work days after receipt of the notification provided under section I, above. Protests shall be filed with the Post and Bid Joint Resolution Committee, on a form provided by the department. The selected bidder's appointment date will be put on hold. The Post and Bid Joint Resolution Committee has ten (10) work days to issue a decision in writing to the person filing the dispute. The Post and Bid Joint Resolution Committee shall be comprised of two (2) persons appointed by the appointing authority/Department that has the position and CSEA respectively. Disputes will be resolved by a majority vote. A tie will be broken by lot. If the decision is found in the favor of the complainant, the selected bidder will be notified and the decision will be final and not precedential.

- L. Each appointing authority shall maintain sufficient data to track and verify compliance with this provision. Such information shall be maintained by the appointing power for three (3) years and shall be made available to the Union upon request.

**15.3.11 Post and Bid Program (Unit 11)**

In regards to Post and Bid, Section 15.6, if any party pursues legal action regarding the constitutionality of this section, the State and the Union agree to jointly participate in the defense against any litigation.

**A. When Post and Bid Applies**

1. This section shall apply to employees in the following classifications:
  - a. Disaster Assistance Program Specialists
  - b. Fish & Wildlife Technician
  - c. Water Resources Engineering Associate
  - d. Water Resources Technicians
  - e. Sanitary Engineering Associate
  - f. Sanitary Engineering Technician
  - g. All Unit 11 classifications used by the Department of Transportation (Caltrans).
2. The parties recognize the value of allowing permanent employees to voluntarily transfer between positions. The parties also recognize that when vacancies occur in the Unit 11 classifications listed in A.1. above, and the State elects to fill the position, the needs of the State must also be considered. The parties therefore agree that the State may elect to fill vacancies using methods that include but are not limited to mandatory reinstatements; placement in lieu of layoff/demotion, appointment from a State Restriction of Appointment/Surplus list, limited duty (vacancy to be available at the end of temporary appointment); appointments pursuant to court orders, settlement agreements, State Personnel Board decisions, or the like; hardship transfers; reassignments (rotations, position "trades," etc.); involuntary transfers in lieu of geographic relocation; promotions in place\*; or an eligible employee who must be provided a reasonable accommodation.

\*Promotion in place: Management shall have the option to promote employees in place without using Post and Bid provisions. For the purposes of this section, promotion in place is defined as 1) there is no true vacancy; and 2) there is no change of position, assignment, or supervisory/subordinate relationship of the employee; 3) the promotion is clearly identified as typical in cases where the employee is to move to the next higher series.

3. The parties also agree that when a vacancy occurs, the following provisions apply.

**B. Bid Notice Posting:**

Appointing authorities shall post a notice inviting transfer/promotion bids (unless there are no incumbents in the classification that will be used to fill the vacancy).

1. Bid notices will be posted in the department where the vacancy exists.
2. Bid notices shall be posted in the same place where job announcements are customarily posted.
3. Bid notices shall be posted for a period of no less than ten (10) working days before the final date bids must be postmarked or fax stamped.
4. Bid notices shall at a minimum include:
  - a. The classification of the vacancy;
  - b. Department, section and geographic location of the vacancy;
  - c. Present working hours associated with the vacancy;
  - d. A complete description of the duties and any personal attributes including objective qualifications that may enable the bidder to be successful in the position (e.g., any special education, training, work experience, and or experience using particular types of equipment). The duty statement for the position shall be provided to the bidder upon request;
  - e. Any required license or certificate, such as a Class A/B CDL;
  - f. The final date by which bids must be postmarked and/or fax stamped.
  - g. The place to submit bids, and fax number, if applicable;
  - h. Where bid forms may be acquired (if the appointing power requires that bids be submitted on a specific form);
  - i. The name and telephone number of the supervisor or another person to contact for additional information;
  - j. How soon the employee accepting the position will be expected to report to his/her new position.

C. Eligibility to Bid:

Employee eligibility to bid shall be subject to the following criteria:

1. Permanent Status in Class:
  - a. Employees must have permanent full-time civil service status in one of the classifications listed in A.1. above. Permanent status is achieved upon successful completion of the initial probationary period in the classification;or,
  - b. Employees must have permanent intermittent civil service status and meet the necessary criteria under SPB Rule 277 for such a time-base change.
  - c. For promotional bids, employees must also have list eligibility for the posted position and be appointable under civil service rules.
2. Acceptable Level of Performance: Unless expressly waived by management in conjunction with a particular position and employee, employees must have satisfactorily performed the duties of their position during the 12 month period before bids are due. Employees shall be deemed to have performed satisfactorily if they received an overall rating of "satisfactory" on an annual performance evaluation or probationary report during the same 12 month period and they received no intervening counseling and/or corrective memos. If an employee did not receive a written performance evaluation during the 12 month period before bids are due (e.g., annual evaluation), the employee shall be deemed to have performed satisfactorily unless s/he received a counseling and/or corrective memo during the same 12 month period.
3. Disciplinary Action: Employee must not have received a formal disciplinary action as specified in Government Code Section 19572 within the 12 months of when bids are due.
4. Other Restrictions: An employee may be denied the right to bid under this program for reasons related to safety, security or for other job related reasons (e.g., to avoid violating nepotism policies or where the appointment would pose a demonstrable threat to the health and safety of any employee).

D. Additional Bids

1. An employee who successfully bids pursuant to this section shall not be eligible to bid for another position for twelve (12) months following the employee's bid appointment effective date.
2. When an employee has two or more bids pending and s/he accepts an offer as the result of one of the bids, the employee shall immediately withdraw all outstanding bids.

E. Bid Submittal

1. Eligible employees may bid for posted positions by submitting a form specified on the notice inviting bids as specified by the hiring department (appointing authority). Bid forms shall be postmarked or fax stamped on or before the date specified in the posted bid notice.

2. It is the responsibility of the employee to provide the employer with an alternate means of notification if the employee is unavailable (i.e., vacation) anytime during a thirty (30) day period following the close of the bidding period.

F. Seniority

For purposes of this section "seniority" is defined as one point for each qualifying month of State service as used for purposes of determining leave (e.g., vacation) accrual. If an employee believes there is an error in the computation of the employee's seniority points, s/he shall provide documentation and request correction through the department personnel office. If two or more employees are tied for most senior then the following shall be used in the order shown until the tie is broken:

1. Most qualifying pay periods in the department with the vacancy;
2. Most qualifying pay periods in the classification of the vacancy;
3. Coin flip.

G. Selection

When management decides to fill a vacancy:

1. The most senior timely bidder who satisfies the eligibility criteria shall be offered the position. Management may contact, meet with and/or make inquiries to ensure that bidders satisfy the eligibility criteria and understand the objective qualifications. If the most senior bidder is ineligible or disqualified for any reason listed in subsection C above, that bidder will be notified of the ineligibility or disqualification at the time the selection is announced.
2. If the most senior employee offered the position declines the offer and there are remaining bidders who qualify, then the second most senior employee shall be offered the position until there are no remaining bidders who qualify.
3. Employees offered positions pursuant to this subsection shall have a maximum of three (3) working days to accept or reject the offer unless the appointing power agrees to more time. Failing to respond within three (3) working days after being contacted (or longer as agreed to by the appointing power) may be deemed a rejection of the offer by management.
4. The winning bidder shall report for work on the start date listed in the bid notice. The start date may be altered by mutual agreement.
5. Once a position is awarded, management shall notify all bidders in writing that the position has been awarded, identifying the successful bidder and how many qualifying months of state service the successful bidder possesses.
6. Within thirty (30) days of appointment under this procedure, all non-probationary employees have the right to return to their former position (as defined in Government Code). If an employee accepted a promotional bid in another appointing power, they may return to their former appointing power via transfer or demotion, whichever is appropriate, if the former appointing power is in agreement. If the former appointing power is not in agreement, the employee may not return to their former appointing power except through rejection on probation.

H. Other Related Matters

1. Bidding employees who accept appointments waive any and all right to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses at management's discretion.
2. Nothing in this provision will prevent management from posting positions, and simultaneously beginning other methods to solicit applicants (e.g., sending contact letters out to employees on promotional lists), so no time is lost in filling the positions should, for example, there be no bidders. Such solicitation shall include the notice that the position is subject to post and bid process.

**15.3.15 Post and Bid Procedure for Vacant Positions (Unit 15)**

A. Post and Bid Procedure for Vacant Positions – DGS

**KEY DEFINITIONS**

**Vacancy:** A permanent full-time position unoccupied as a result of retirement, transfer, termination, reassignment, or new funding. Post and Bid shall be implemented in local management units that have full-time employees in the same class and where a variety of work schedules (days off, shifts, etc.) exist.

**Permanent full-time status employee:** A full time employee who has successfully passed probation in their current classification in the Department of General Services.

**Post and Bid Request form:** The written request form provided by respective DGS offices and completed by the permanent full time status employee requesting to be reassigned to any statewide local management unit position/assignment in their current classification. Request must be submitted during the annual 30-calendar day open period, October 1 through October 31. Requests shall be kept on file for 12 months, or until an employee is placed under these provisions.

**Local Management Unit-DGS:** Management units that meet the Unit 15 Post and Bid criteria are the following work locations:

<u>Fresno</u>	<u>Sacramento</u>	<u>San Jose</u>
<u>Los Angeles/Van Nuys</u>	<u>San Bernardino/Riverside</u>	<u>Santa Ana</u>
<u>Oakland</u>	<u>San Diego</u>	<u>Santa Rosa</u>
<u>Redding</u>	<u>San Francisco</u>	<u>Stockton</u>

**Seniority:** Seniority is determined by permanent full time status employees with the greatest amount of continuous statewide seniority in class. In the event of a tie in the seniority scores, the tie shall be broken using (1) total statewide service seniority; (2) departmental seniority; (3) by lot.

**Seniority Post and Bid Lists:** The local management unit lists of employees who have submitted a Post and Bid Request form, compiled in seniority order by the Office of Human Resources, in accordance with the Unit 15 MOU provisions. Unless otherwise noted, this must be used by management to fill a vacancy before other hiring options are initiated. Once an employee is placed in a bid position, the employee's name will be removed from all Post and Bid lists for the bidding year. If a bidder declines an offer they will be removed from that local management unit Post and Bid list for the bidding year. See Special Considerations/Exclusions. Seniority lists shall be developed within 60 working days following the closing of the filing period and shall be posted in the local work locations for one month immediately following the open bidding period. Once this list is available it shall be provided annually, on a computer disk to the CSEA Headquarters, Civil Service Administrator.

**SPECIAL CONSIDERATIONS/EXCLUSIONS**

**Promotion-** Management has the option to use a civil service list in lieu of these Post and Bid provisions to promote Bargaining Unit 15 employees only after the Post and Bid process has been used.

**Mandatory Placement-** These Post and Bid provisions do not apply when management chooses to retain a Limited Term or TAU by a permanent appointment or, when an employee must be placed by mandatory reinstatement, promotion in place, changing a permanent intermittent employee to permanent full time, placement of an employee subject to layoff, State Restriction of Appointments/Surplus lists, proper placement (i.e. reasonable accommodation), limited light duty, or other clearly articulated operational reasons including client demands.

**Requisite Skills and Abilities-** Employees placed under the Post and Bid provisions must possess the requisite knowledge, skills, aptitude and abilities of the position to perform at an acceptable level. If an employee lacks the position requisites, the supervisor will notify the employee. Training may be made available if an employee requests to be trained in other work functions within their assigned facility; such requests shall not be unreasonably denied.

**Discipline/Substandard Review-** Management is not required to consider an employee who has a sustained formal disciplinary action or received an overall substandard performance review within the last 12 months.

**Security/Safety or Other Reasons-** These Post and Bid provisions do not preclude management from transferring or assigning employees for verifiable security, safety, or clearly articulated operational reasons. *Prior to initiating such actions, the Labor Relations Office should be contacted.*

**Shift Changes with no vacancy-** Post and Bid does not apply when there is no vacancy and internal permanent or temporary shift changes are initiated. Such placement of employees will be done based on operational needs (i.e. client demands) and in accordance with Unit 15 provisions, 16.4 Work Assignment and 20.3 Change in Shift Assignment. *Prior to initiating such actions, the Labor Relations Office should be contacted.*

**Security Clearance-** For those facilities that require an employee background security clearance, the most senior qualified bidder will be selected.

**Post and Bid Acceptance-** An employee offered a bid position has a maximum of 3 work days in which to accept or reject a job offer unless a longer period is agreed to by the hiring supervisor. If an employee requests or is reassigned temporarily to different work, this does not negate the position they accepted through these Post and Bid procedures.

**New Regional Offices-** When new Regional Offices are established, DGS shall advertise and accept applications from employees statewide. In accordance with these procedures, the most senior qualified employee shall be selected. If there are no qualified bidders, DGS may fill the positions by other valid hiring means.

DGS will provide a quarterly report to the CSEA Headquarters, Civil Service Administrator indicating the number of placements by category.

**EMPLOYEE PROCEDURES**

Permanent full time Unit 15 employees who wish to be considered for a position or shift assignment vacancy, in their current classification, must submit a **Post and Bid Reassignment/Transfer Request** form. This form must be submitted during the annual 30 calendar day open period, October 1 through October 31 to their supervisor, or forwarded to Post and Bid, R 15, DGS-Office of Human Resources, Personnel Operations, P.O. Box 989052, West Sacramento, CA 95798-9052. Reassignment/transfer forms shall be kept on file for 12 months, or until an employee is placed under these provisions. This form is available in the Outlook, Office of Human Resources' Public Founder under Human Resources Memorandums, or from management.

Request form must include the employee's current permanent classification, work address and phone number, current work week/shift/hours, current supervisor's name and phone number. It also must clearly identify if the request is for a reassignment and/or transfer to different shift, or workweek within the local management unit, or to another local management unit. Bidders will be contacted only for the local management unit, shifts and workweeks they have requested. Employees may submit several preferences. In the event that the employee is on leave when a position becomes vacant, the request form must also designate an alternate person to contact. The contact person must have full authority on behalf of the employee to accept or decline a position. If there is no contact person or, the contact person is not available or willing to accept or decline the position it shall be considered a waiver and the next most senior person on the list shall be offered the position.

The Office of Human Resources will notify employees who do not meet the Post and Bid MOU provisions.

When a local management unit position becomes available, management will contact the most senior employee with a request form on file.

Employee selected for a bid position has a maximum of 3 work days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period.

Employees should contact their supervisor to resolve discrepancies in seniority scores.

#### **MANAGEMENT PROCEDURES**

Annual 30 calendar day open period (October 1 through October 31) for employees to submit post and bid request form. Employees shall be informed that their requests must be submitted to Post and Bid, R 15, Office of Human Resources, Personnel Operations, P.O. Box 989052, West Sacramento, CA 95798. When receiving any of these requests, please date stamp the requests and forward them to Post and Bid, R 15, Office of Human Resources, Personnel Operations, P.O. Box 989052, West Sacramento, CA 95798-9052. All requests shall be kept on file for 12 months, or until an employee is placed under these provisions. OHR will provide managers with a copy of reassignment/transfer requests within their management unit.

Office submits a Request for Personnel Action (RPA) along with the Job Opportunity Bulletin (JOB). The JOB must include the starting/ending working days of the workweek, the shift (days, evenings or nights), and starting/ending working hours. Under the "Selection Criteria" on the JOB, the following language must be included "This position is subject to the Post & Bid requirements for Bargaining Unit 15".

OHR Personnel Operations will determine seniority based on personnel records. The name of the Post & Bid candidate(s) will be provided to the hiring office once the Request for Personnel Action (RPA) has been approved.

Management has the option of contacting multiple bidders if the contact indicates the employee's seniority and, unless otherwise provided for under Special Consideration/Exclusions, must offer the position to person with the greatest amount of seniority who indicates a willingness to accept the position.

Management has the right to review the employee's official personnel file prior to offering the position to the most senior bidder in accordance with these Post and Bid procedures.

Once a position is filled management shall post, in the local management unit, the name of the individual selected.

*PRIOR TO FILLING ANY UNIT 15 VACANCIES OR SHIFT ASSIGNMENTS, contact your OHR Personnel Analyst. Your OHR Personnel Analyst will assist you in filling vacancies in compliance with the Post & Bid Provisions.*

The following are the steps that will be followed.

Ensure that there are no mandatory placement obligations in accordance with these provisions, IF NONE-

Fill vacancy with request of qualified employee with most seniority at local management unit, IF NONE-

Option to fill vacancy by promoting within using valid civil service employment list, IF NONE-

Management may fill vacancy using any appropriate hiring process (certification process, transfers or reinstatement, etc.).

Note: These provisions shall not contravene employee rights to mandatory reinstatement or placement subject to the layoff provisions of this contract.

Employees selected through the Post and Bid shall have a maximum of 3 work days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period. OHR Personnel Operations will coordinate/work closely with hiring supervisor.

**B. Post and Bid Procedure for Vacant Positions – DDS**

**Implementation and Applicability**

The provisions of this section will be implemented the first pay period following ratification by the Legislature and the union and shall apply to Unit 15 positions in the Department of Developmental Services. The provisions will apply to those Unit 15 classifications where there exists 10 or more Unit 15 employees in a Department of Developmental Services facility and shall be used to allow employees to change positions in the same classification, time base and tenure within that facility.

**Vacant Positions**

As management determines that positions in designated Unit 15 classifications become available, or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting.

At least 70% of internal reassignments shall be posted.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State.

**Posted Positions**

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each developmental center's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

Identification posting number

Level of position

Program and unit (or ward) or other assignment

Shift

Days off or rotation pattern and cycle

Time base

Deadline for bid submittal

Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days.

**Bidding**

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

Posted positions shall be available for bid only to those employees in the civil service classification, time base and tenure as specified on the posted notice.

**Assignment**

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. In the case of ties in seniority, the tie shall be broken by lot. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to thirty (30) calendar days after the posting of notice. If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios.

**Deletions and Changes**

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position. If, because of coverage or other legitimate operational need, it is determined that a bid position's

posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, he/she shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend. Positions shall not be altered unless the need to alter the position is substantiated by management.

### **Floating**

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

### **Transfers**

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this Section.

### **Denial of Bid**

Employees who have formal adverse actions taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, his/her right to bid and/or hold positions shall be restored.

Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the Executive Director or designee is required prior to such denial.

Employees who receive yearly evaluations where at least 50% rating factors are rated standard or above shall retain their right to hold a bid position. If not, the employee may lose their right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded super-seniority for one (1) successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

### **Limits on Bid**

An employee may not make more than one successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by his/her physician.

### **Nepotism**

An employee may lose his/her right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

If such bid or position creates a nepotistic situation, notice must be given to the Union.

Representatives of the union and the State shall meet and review the situation

Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days

Nothing in this subsection shall prohibit the employee and/or the union from filing a grievance.

### **Meet and Discuss**

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

At each developmental center, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. The Post and Bid Administrator shall ensure that a listing of all Unit 15 employees and his/her seniority is posted at the work site. Upon request, the Post and Bid Administrator shall forward a copy of this listing to CSEA. In addition, upon request, the Post and Bid administrator shall meet periodically with CSEA representatives for the purpose of reviewing compliance with the Post and Bid provision.

For purposes of this Agreement, "seniority" is defined as one point for each qualifying month of full-time State service. This seniority definition is the same seniority as used to determine an employee's vacation accrual.

At each developmental center, the union shall designate a Unit 15 rank and file employee to be the local contact for post and bid matters.

The Post and Bid administrator designated by management will notify the union designated local contact of which positions are being filled as management discretion positions.

C. Supervising Cook I Post Assignments by Seniority CDC

There shall be seventy percent (70%) of the qualifying Supervising Cook I (SC I) post assignments in California Department of Corrections (CDC) allotted according to seniority at each institution having fifteen (15) or more permanent full time posted SC I positions.

**PURPOSE AND OBJECTIVES**

This procedure outlines CDC's purpose, goals and objectives in how post assignments shall be accomplished.

**RESPONSIBILITY**

The Appointing Authority shall have overall responsibility for the implementation and maintenance of this procedure.

The Appointing Authority or the Appointing Authority's designee will ensure compliance through the Correctional Food Manager and a local Joint Labor/Management Committee (JLMC). The JLMC shall consist of an equal number of management and union representatives. The union representative shall be job stewards provided that the job stewards are from the Supervising Cook I classification.

**METHODS**

**POST and BID PROGRAM**

All post bids will be processed based on the employee's established seniority and availability of assignments. There shall be seventy percent (70%) of the qualifying SC I post assignments allotted on each shift according to seniority at each institution, having fifteen (15) or more budgeted SC I positions. The specific posts that comprise the seventy-percent (70%) and the thirty percent (30%) will be established by the JLMC. Such determinations must be made not later than the first Monday in August. The preferred posts will be distributed among the watches and RDOs in the same proportion as their percentage of the total number of qualifying posts. Posts that cannot be agreed upon by the JLMC will be resolved by the Appointing Authority.

For the purpose of determining assignments on each shift, those institutions comprised of multi-facilities will be considered as one entity.

Management retains the right to determine individual duties assigned to posts.

Failure to submit a post preference bid shall also preclude the employee from participating in the Post Preferred Bidding Program during that bid cycle.

Seniority will be determined by total seniority working in the classification of Supervising Correctional Cook I. Any ties will be resolved by comparing total state service.

**SECONDARY BID PROCESS.** The purpose of the secondary bid process will be to fill vacancies that occur throughout the bid period. The secondary bid process is to allow those employees who participated in the initial bidding process and were not successful in their bid based upon their seniority.

**ELIGIBILITY**

Participation in the Post and Bid program is limited to eligible employees. An eligible employee:

Must be a permanent full-time SC I, probationary employees are excluded.

Must be permanently assigned to and working at the institution. There shall be no inter-institution bidding on post assignments.

Employees who laterally transfer on or before the second Friday in August will be permitted to participate in the bid process.

In order to participate and maintain rights and privileges in this section, the employee must maintain an overall acceptable performance rating during the entire bid period.



In order for a substandard performance evaluation to be applicable to this section, the performance evaluation must clearly substantiate the performance concerns, in writing, which support the below standard rating for the performance evaluation. Additionally, the performance concerns must have been discussed with the employee prior to issuance of the performance evaluation.

In order to participate and maintain rights, privileges and remain eligible for post and bid, the employee must be free from formal adverse personnel actions in the twelve months preceding the open bid ending on first Friday in September. The final decision to exclude an employee from bidding will be made by the Appointing Authority.

An otherwise eligible employee absent from the worksite during the bid process for such reasons as EIDL, NDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the bid process. Employees who are successful in obtaining their bid must assume the post within sixty (60) calendar days of posting of the bid results. Until such time as the employee assumes the post, the post will temporarily revert to management.

In the event the employee is unable to assume the post within sixty (60) calendar days, upon his/her return, the employee will be placed in an assignment at management's discretion. The post will be subject to the secondary bid process.

## IMPLEMENTATION

The last Monday in August, every year, is the open bid period for those employees who are eligible and wish to participate in the Post and Bid Program. The Correctional Food Manager shall post an updated SC I seniority roster no later than the third Friday in August to allow interested employees an opportunity to review their established seniority.

All approved bid request forms must be completed for post preference and submitted to the Correctional Food Manager no later than close of business by the first Friday in September. Bid request forms shall be date-stamped to verify receipt. Employees may bid for multiple posts.

Unless otherwise contested by the last Friday in August, an employee's seniority, as initially posted shall determine the employee's placement in the Post and Bid Program. The final post assignments will be posted by the Correctional Food Manager on the third Friday in September and become effective the first Monday in October.

An employee may voluntarily withdraw from participation in the Post and Bid by submitting a written request to the Food Manager. The employee who withdraws from Preferred Post Program participation will be assigned a post at management's discretion. The vacated post will be subject to the secondary bid process.

Failure on the part of an employee to submit a post preference shall result in a no-preference indicated (NPI) for the employee for that bid cycle. The employee will be assigned a post at management's discretion.

Eligible employees who are not assigned to any Post, because of insufficient seniority during the open bid period, will be placed in an assignment at management's discretion and become part of the secondary bid process.

Post(s) that do not receive a bid will become part of the secondary bid process. Only those employees who were unsuccessful in the initial bidding based on their seniority will be eligible to bid.

Employees who have been removed from a Preferred Post as a result of a correction to a seniority date or due to management error will be eligible for the secondary bid process.

Employees who laterally transfer after the second Friday in August will be precluded from the bid process until the next open bid period.

Seventy percent (70%) of all posts will be filled on a seniority basis on each watch. Management at each institution will calculate this number. For example, if there are twenty-seven (27) SCI posts then nineteen (19) posts would be eligible for bid. If there is thirty-three (33) SCI posts then twenty-three (23) posts would be eligible for bid. The break point will be .6 of the total number qualifying posts.

## MAINTENANCE

The following steps will be adhered to regarding maintenance of the system after the initial or secondary Preferred Post assignments have been made.

Absences from the employee's post assignment generated by management decision, including special assignments, acting assignments, etc. will not preclude the employee's return to the assignment.

An employee may be removed from his/her post after receiving a copy of his/her final substandard performance evaluation. The decision to remove the employee from his/her post must be approved by the Appointing Authority or designee on a case-by-case basis. The employee will be permitted to bid in the subsequent bid period. The vacated post will be subject to the secondary bid process.

An employee may be temporarily removed from his/her post pending a personnel investigation/EEO investigation, but will be assigned to a shift with substantially similar start/stop times. Once the investigation has been concluded and the charges have not been substantiated, the employee will be returned to his/her post.

An employee may be removed from his/her post upon the effective date of an adverse action related to job performance (upon the conclusion of the Skelley hearing process and/or time frames associated with that process). The employee shall be excluded from participating in the subsequent bid period.

Posts that become vacant to transfers, promotions, etc. will be subject to the Secondary Bid process. Posts that are not filled through the secondary process will revert to management control.

Once an employee has held the same post for one consecutive bid, the employee shall be entitled to rebid to that same post for only one subsequent bid period. The employee cannot bid to that same post until after one subsequent bid period has elapsed.

## **SECONDARY PROCESS**

### **Statement of Purpose**

The secondary process is to allow those employees who participated in the initial bidding process and were not successful in their bid(s) based on their seniority and who had been placed in a post at management discretion.

### **Implementation**

Bid forms of employees who were not successful in obtaining any preferred post will be retained by management in seniority order. When a post becomes vacant, management will offer the post to the most senior employee. This process will continue until the vacant post is filled or the bids for the vacant post are exhausted.

Vacant posts not filled after completion of the secondary process will revert to management. Management reserves the right to fill vacant posts by hire, transfer, promotion or any other method allowed by the State Civil Service System.

### **Maintenance**

The maintenance of the secondary process will adhere to Maintenance Section as specified previously.

## **CONTESTED SENIORITY DATES:**

An employee alleging seniority scores computed in error shall submit his/her complaint to the JLMC within five (5) days of seniority scores being published. The JLMC third level shall be the final level of review.

Errors in favor of the employee will result in the adjustment of the employee's seniority date. The replaced employee will be eligible for the secondary bid process.

Placement of an employee in a Preferred Post assignment due to the discovery and correction of a seniority date computed in error shall not be grievable by the employee being replaced.

## **DISPUTES**

All disputes concerning the post and bid system that are not resolved at the local level shall be directed to the Joint Labor/Management Committee for final resolution. The Committee shall be the final level of review. The Committee shall be comprised of an equal number of representatives of three persons appointed by CSEA and CDC respectively. Disputes will be resolved by majority vote.

### **D. Post and Bid Procedure for Vacant Positions – DMH**

The Department of mental Health and the California State employees' Association (CSEA) have agreed to the following related to Article 20.11 (Post and Bid) of the July 2, 2001 through July 2, 2003 Bargaining Unit 15 Memorandum of Understanding.

#### **Post and Bid**

Post and Bid shall apply to classification with 10 or more positions at a given DMH facility.

Positions filled by hire, transfer, promotion or other methods allowed by the State Civil Service System are not subject to the Post & Bid process described below.

**Eligible Positions:** Positions filled through internal reassignments shall be filled pursuant to the following Post and Bid process;

As positions become available or vacant they shall be reviewed by the State to determine whether the position will be posted or filled without posting.

At least 80% of internal reassignments shall be posted.

Posted Positions- Positions shall be posted in a prominent location designated by each facility. In addition, these positions may be advertised in each hospital's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

- Identification posting number
- Level of position
- Work location (as defined by each facility)
- Shift
- Deadline for bid submittal
- Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days, excluding week-ends and holiday.

Bidding – Employees who bid on multiple positions at any one time shall list them in priority order. Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the location designated on the bid form, a copy to the union and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, current work location and business telephone number. The form must be dated and signed by the employee.

Posted positions shall be available for bid only to those employees at the facility in the civil service classification and the time base specified on the posted notice.

DMH shall provide a seniority list of employees in BU 15 classifications on the second Monday of January and July each year. These lists shall be posted in each work location at the facility and a copy provided to CSEA. The seniority system used shall be the same as that used to determine vacation accrual.

Limits on Bid- An employee may not make more than one successful bid each twelve (12) months. The exceptions are: 1) if an employee's bid position is altered and the employee elects not to stay in the position, or 2) if an employee is granted a bid under the provisions below. Exceptions to this limitation may be granted, but shall not be subject to the grievance procedure. Employees on probationary status shall not be eligible to bid on posted positions.

Assignments – Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. For the purposes of this section, seniority shall be the same as that used to determine vacation accrual (i.e., as used for vacation scheduling). If two employees with the same amount of seniority bid on the same position, ties shall be broken as follows: 1) seniority in class; (2) departmental seniority; (3) by lot. The eligible bidding employee will be transferred to the assigned bid position. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to thirty (30) calendar days after the closing of posting.

Neutral Positions – If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's posting ratios or the 80/20 position count. These positions may be filled through any appropriate means available. If the position is filled or committed within ninety (90) days of withdrawal of posting, it shall not count in either party's posting ratios or the 80/20 position count and shall be designated as a "neutral" position.

Deletions and Changes – If a bid position is deleted or altered because of coverage or other legitimate operational needs, the employee in that position shall be notified in writing. If an employee desires to remain in an altered position, s/he shall notify management of that desire within five (5) calendar days and shall remain in that altered position. If the employee does not desire to remain in the altered position, s/he may bid on any vacant posted positions. The employee shall remain in the altered position until such time as s/he successfully bids or applies for a new position.

A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

Temporary Assignments – If an employee in a post and bid position must be reassigned to meet a temporary operational need, the post and bid criteria will not be considered as altered

#### **Denial of Bid**

Employees who have a sustained, formal adverse action taken against them shall lose their right to hold a bid position and/or to bid on any positions for a period of up to six (6) months from the date of the action or a period consistent with the terms of a Stipulated Agreement resulting from the adverse action if such position or bid is meaningfully related to the cause of action.

Employees who are charged with wrongdoing, which may also be grounds may for adverse action, may lose their right to bid and/or hold a bid position for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action.

If the employee is exonerated from the adverse action or the wrongdoing, his/her right to bid and/or hold positions shall be restored.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid positions for up to six (6) months from the date of the evaluation. If an evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold positions restored. The denial of the right to hold and/or bid for a position shall be subject for review in three (3) months.

Employees losing their right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State.

Management may deny a bid that is submitted by an employee who is not ready, willing and able to report to duty on the date the position is to be assigned.

**Vacation Schedules** – Pre-approved vacations are subject to approval by the supervisor of the bid position. Approval shall not be unreasonably denied.

**Nepotism** – No bid shall be denied based solely on personal relationships. An employee may lose his/her right to hold and/or bid a position based on the department's nepotism policy. If awarding of the bid, or the position creates a nepotistic situation and is in violation of the DMH Policy the bid will be denied. The Union and the employee will be notified within five (5) business days of the denial.

**Meet and Discuss** – Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

**Administration** – At each facility the Department shall designate an official who shall be responsible for the administration of the Post and Bid provision.

**Accounting** – Each facility shall provide to CSEA a report describing the post and bid activity during each quarter of the fiscal year.

E. Post & Bid Procedure for Vacant Positions Department of Veterans Affairs (DVA)

**KEY DEFINITIONS**

**Vacancy:** A permanent full-time position unoccupied as a result of retirement, transfer, termination, reassignment, or new funding. Post and Bid shall be implemented in DVA Veterans Homes, where a variety of work schedules (days off, shifts, etc.) exist.

**Permanent full-time status employee:** A full time employee who has successfully passed probation in his current classification in the Department of Veterans Affairs.

**Post and Bid Request form:** The written request form provided by the Department of Veterans Affairs and completed by the permanent full time status employee requesting to be reassigned within the Veterans Home in his/her current classification. Positions will be posted for 7 calendar days. Request must be submitted during the 7 calendar day posting period. Requests shall be kept on file until an employee is placed under these provisions and for 90 days after the position is filled.

**Seniority:** Seniority is determined by permanent full time employees with the greatest amount of seniority in the class of the vacancy. In case of a tie the following criteria based on seniority order shall be used in sequence until the tie is broken:

1. At the facility
2. In CDVA
3. State Service
4. Draw of Lots

**Seniority Post and Bid Lists:** The Veterans Home Personnel Office compiles a list of employees who have submitted a Post and Bid Request form, in seniority order. Unless otherwise noted, this must be used by management to fill a vacancy before other hiring options are initiated. Once an employee is placed in a bid position, the successful employee will not be eligible to bid on another position for one year. See special Considerations/Exclusions. DVA shall provide a seniority list of employees in Unit 15 classifications on July 3 and January 3 each year. These shall be posted in the local work locations. This information will be provided on a computer disk to CSEA upon request.

**SPECIAL CONSIDERATIONS/EXCLUSIONS**

**Promotion-** Management has the option to use a civil service list in lieu of these Post and Bid provisions to promote Bargaining Unit 15 employees only after the Post and Bid process has been used.

**Mandatory Placement-** These Post and Bid provisions do not apply when an employee must be placed after a TAU or Limited Term appointment in lieu of permanent appointment, by mandatory reinstatement, promotion in place, changing a permanent intermittent employee to permanent full time, placement of an employee subject to layoff, State Restriction of Appointment/Surplus lists, proper placement (i.e. reasonable accommodation), limited light duty, or other operational reasons.

**Requisite Skills and Abilities-** Employees placed under the Post and Bid provisions must possess the requisite knowledge, skills, aptitude and abilities of the position to perform at an acceptable level. If an employee lacks the position requisites, the supervisor will notify the employee. Training may be made available if an employee requests to be trained in other work functions within their assigned facility.

**Discipline/Substandard Review-** Management is not required to consider an employee who has a sustained formal disciplinary action or received an overall substandard performance review within the last 12 months.

**Security/Safety or Other Reasons-** These Post and Bid provisions do not preclude management from transferring or assigning employees for verifiable security, safety, or other reasons. Prior to initiating such actions, the local Personnel Office should be contacted.

**Shift Changes with no Vacancy-** Post and Bid does not apply when there is no vacancy and internal permanent or temporary shift changes are initiated. Such placement of employees will be done based on operational needs (i.e. client demands) and in accordance with Unit 15 provisions, Work Assignment and 19.3(c) Change in Shift Assignment. Prior to initiating such actions, the Personnel Officer at the Veterans Home shall be contacted.

**Post and Bid Acceptance-** Employee offered a bidded position has a maximum of 3 days in which to accept or reject a job offer unless a longer period is agreed to by the hiring supervisor. If an employee requests or is reassigned temporarily to different work, this does not negate the position they accepted through these Post and Bid procedures.

**Nepotism-** The existing Department's policy on Nepotism shall be in effect for Post and Bid.

#### **EMPLOYEE PROCEDURES**

Permanent full time employees who wish to be considered for a position or shift assignment vacancy, in their current classification, must submit a **Post and Bid Reassignment/Transfer Request form**. This form must be submitted during the 7 calendar day open period to the hiring Supervisor. Reassignment/transfer forms shall be kept on file for 90 days, or until the employee is placed under these provisions. This form is available from the hiring supervisor or in the Personnel Office.

Request form must include the employee's current permanent classification, work address and phone number, current work week/shift/hours, and current supervisor's name and phone number. It also must clearly identify if the request is for a reassignment/transfer to different shift, or work week. Bidders will be contacted only for the assignments, shifts and workweeks they have requested. The Personnel Office will notify employees who do not meet the Post and Bid MOU provisions.

When a position becomes available, the hiring supervisor will contact the most senior employee with a request form on file.

Employee selected for a bidded position has a maximum of 3 days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period.

Employees should contact their supervisor to resolve discrepancies in seniority scores.

#### **VETERAN'S HOME PROCEDURES**

A 7 calendar day open period for employees to submit Post and Bid request form. Employees shall be informed that their requests must be submitted to the hiring supervisor. All requests shall be date stamped and kept on file for 90 days, or until an employee is placed under these provisions. Personnel Services will provide managers with a copy of reassignments/transfer requests to their management unit.

Office submits a Request for Personnel Action (RPA) along with the Job Opportunity Bulletin (JOB). The JOB must include the starting/ending working days of the workweek, the shift (days, evenings or nights), and starting/ending working hours. Under the "Selection Criteria" on the JOB, the following language should be included "This position is subject to the Post and Bid requirements for Bargaining Unit 15".

Personnel Services will determine seniority based on personnel records. The name of the Post and Bid candidate(s) will be provided to the hiring office once the Request for Personnel Action (RPA) has been approved.

Management has the right to review the employee's official personnel file prior to offering the position to the most senior bidder in accordance with these Post and Bid procedures.

Once a position is filled management shall post, at the Home, the name of the individual selected.

PRIOR TO FILLING ANY UNIT 15 VACANCIES OR SHIFT ASSIGNMENTS, contact your Personnel Analyst. Your Personnel Analyst will assist you in filling vacancies in compliance with the Post and Bid Provisions.

Steps to follow when Filling Vacancies:

Ensure that there are no mandatory placement obligations in accordance with these provisions, IF NONE-

Fill vacancy with request of qualified employee with most seniority, IF NONE-

Option to fill vacancy by promoting within using valid civil service employment list, IF NONE-

Management may fill vacancy using any appropriate hiring process (certification process, transfers or reinstatement, etc.).

Note: These provisions shall not contravene employee rights to mandatory reinstatement or placement subject to the layoff provisions of this contract.

Employees selected through the Post and Bid shall have a maximum of 3 days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period. Personnel Services will coordinate/work closely with hiring supervisor.

#### F. POST AND BID – DEPARTMENT OF CALIFORNIA YOUTH AUTHORITY (CYA)

(Personnel Preferred Post Assignment (PPPA)/Rotational Work Schedule)

PPPA for Unit 15 employees shall be implemented only when an institution has 10 or more full-time and half-time budgeted positions in the same job classification and where a variety of work schedules (days off, shifts, etc.) exist. Post and Bid shall apply only for employees in each institution to change positions in the same class, tenure and time base.

PPPA shall apply to qualifying Cook Specialist Is, Cook Specialist IIs and Supervising Cook Is who are employed on a full time basis and where there are 10 or more full-time employees in the same classification. A separate PPPA shall apply to Cook Specialist Is when an institution has 10 or more half time employees.

There shall be seventy percent (70%) of the qualifying Cook Specialist I or Cook Specialist II or Supervising Cook I post assignments at each institution assigned by seniority. The break point will be .6 of the total number of qualifying posts. For example: 11 jobs (70% = 7.7; 30% = 3.3). Therefore, three (3) jobs will be management positions, eight (8) jobs will be PPPA.

Upon request of the Union, institutions that have 6 or more Cook Specialist Is, Cook Specialist IIs or Supervising Cook Is who are employed on a full time or half time basis, may meet and by majority vote of the affected employees decide if they are to continue use of the Sliding 6 or 6/2 Schedule. The Food Manager shall be responsible for maintaining an accurate count of the majority of the employees in the affected job classification.

A local Joint Labor Management Committee (JLMC) at each facility consisting of six members, three (3) of whom shall be selected by and represent management, and three (3) of whom shall be Unit 15 members, selected by and representing CSEA shall have overall responsibility for the implementation and maintenance of this procedure.

If an institution job classification qualifies for the PPPA, the employees in the same job classification and time base may determine by majority vote to not participate in the PPPA. The Food Manager shall be responsible for maintaining an accurate count of the majority of the employees in the affected job classification to not participate in the PPPA.

#### **ELIGIBILITY**

Participation in the PPPA system is limited to eligible employees. An eligible employee:

Must be a full-time Cook Specialist I or Cook Specialist II or half time Cook Specialist I or Supervising Cook I.

Seniority scores are determined based upon State service. Seniority ties are broken by Department service.

Must be permanently assigned to the institution. Eligible employees may participate only in their institution's PPPAs. There shall be no inter-institution bidding assignments.

In order to participate and maintain the rights and privileges defined throughout this procedure, the employee must maintain a satisfactory level of performance during the entire bid period.

In order for a substandard performance evaluation to be applicable under this procedure it must clearly substantiate the performance concerns, in writing, which support the below standard rating in the performance category. Additionally, the performance concerns must have been discussed with the employee prior to issuance of the performance evaluation.

An otherwise eligible employee absent from the worksite during the bid process for such reasons as NDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the PPPA bid process. Employees who are successful in obtaining a bid post must assume duties of such post within one hundred twenty (120) calendar days of posting of the bid results. Until such time as the employee occupies the post, it temporarily reverts to management.

In the event the employee is unable to assume the duties within the one hundred twenty (120) calendar days, the employee will be placed in a post at management's discretion. After the one hundred twenty (120) days, the PPPA will be posted.

Failure of the employee to complete a PPPA bid will result in placing the employee in a post, at management's discretion.

## IMPLEMENTATION

The effective date for implementation for new post assignments based on the bid results will be completed within 90 days after ratification of the Unit 15 Contract.

The initial bid process and any annual bid process will be as follows:

The seniority bid process will begin at 0800 hours and end at 1900 hours on a date mutually agreed to by the local union representative and the local management.

On the bidding day, an employee may place a bid or waive the bid, in seniority order, by one of the following process:

Meet with the Management Representative and CSEA Representative at the bidding time in the Food Services Department.

The employee may place a bid or waive in person and sign the appropriate form, which will also be signed by the CSEA Representative and the Management Representative.

Or

The employee may call a designated telephone number in the Food Services Department during his/her assigned bidding time and place the bid through the CSEA Representative.

Should the bid or waiver be done by telephone, the employee must state the choice and post, to the CSEA Representative and the Management Representative. When they confirm that they heard the same message, they will both sign the appropriate form. The employee will sign the form the next time he/she is in the institution.

Place the bid by proxy, through the CSEA Representative, by filling out the proxy form and submitting it to a CSEA Representative, prior to his/her bid time. Should the bid or waiver be done by proxy, the CSEA Representative will place the bid or waiver. The interpretation of the employee's proxy is the sole responsibility of the CSEA Representative.

The CSEA Representative and the Management Representative will both sign the appropriate form. The employee will sign the form at his/her next time in the institution.

Should the employee not place his/her bid during the assigned time, by any of the procedures detailed above, the employee will be considered to have waived his/her bid.

Each time a seniority bid is exercised, the listing of Posts designated for seniority bid posted outside of the Food Services Department bidding room will be changed to indicate shifts that are no longer available.

The following rules apply to the exercise of the right to bid:

By successfully bidding for a Post, an employee will not be eligible to bid again for a twelve (12) month period.

If an employee waives his/her bid, he/she will be placed in a position at the discretion of management.

By waiving the bid, the employee is eligible to bid as seniority bid Post vacancies are announced.

Management may fill it's 30% prior to the first bid.

Or

At the conclusion of the bid process, management will fill any vacant or bid management assignments. This will be done in one of two ways as follows:

Management may offer a management assignment to any individual who has successfully bid a Post. The individual may choose to accept or decline the Management offer. Should an offer be accepted, and a seniority bid Post is vacated, the Post will be available for bid, in seniority order, by any individual who has not exercised his/her bid previously in the process.

Management will fill any remaining management assignment Post, and any seniority bid Posts that were not bid on, with individuals who waived their bids.

Any seniority bid Posts that were not bid on, and filled by management, will be re-posted for bid every 90 days (e.g. April, July, October, and January).

A listing of all Cook Specialist Is full time positions indicating the final result of the bid process will be published and distributed to all full time Cook Specialist Is within two work days of the bidding day.

A listing of all Cook Specialist II full time positions indicating the final result of the bid process will be published and distributed to all full time Cook Specialist IIs within two work days of the bidding day.

A listing of all Cook Specialist I half time positions indicating the final result of the bid process will be published and distributed to all full time Cook Specialist Is within two work days of the bidding day.

Management shall have the discretion to review and redesignate the selected Post assignments. Management retains the right to determine individual duties assigned to positions. Nothing in this agreement shall diminish management's right to carry out departmental goals and objectives or interfere with management's right to meet operational need in making Post assignments. The aforesaid will not be done in an arbitrary or capricious manner.

After the initial bid process is completed, vacant positions will revert to management positions.

The local JLMC shall meet to mutually select the 70/30 post assignments and to resolve any disputes concerning the post and bid system within 15 workdays.

#### **TEN PERCENT RULE**

This section does NOT apply to those employees subject to adverse action or substandard performance appraisals.

In those instances when it becomes apparent an employee does not possess the knowledge, skills, aptitude, or ability to perform at an acceptable standard in the PPPA to which the employee has bid, a job change memorandum documenting the reasons for reassignment will be prepared by the immediate supervisor and attached to a job change request.

This document must be approved by the employee's second line supervisor and section manager prior to being forwarded to the Food Manager. The approved job change memorandum shall be maintained by the Food Manager and filed in accordance with existing procedures regarding the archiving of all other job change requests and the employee shall be provided a copy of the job change memorandum. Management may then reassign the employee as follows:

The reassignment must be completed within sixty (60) days of the date the employee assumed assignment to the post. The time an employee is absent from the post is not counted toward the sixty (60) days.

The number of these reassignments may not exceed ten percent (10%) of the total PPPA count based on seniority. The Food Manager shall be responsible for maintaining an accurate count of reassignments made under the Ten Percent Rule.

In the event assignment changes are necessary (within the ten percent [10%] factor allowed), the person being moved from that assignment shall be given a job change into an assignment with the same RDOs and substantially similar start and stop times for the remainder of the bid period.

If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days of notification, directly to the JLMC. This grievance must be heard, and a written response provided, by the JLMC within fourteen (14) calendar days. The grievance may not be appealed beyond the JLMC. The filing of a grievance shall not postpone any such removal.

#### **MAINTENANCE**

After the initial PPPAs have been made, the following steps will be adhered to regarding maintenance of the process:

Short-term absences of not more than one hundred twenty (120) calendar days from the employee's PPPA, including special assignments, and acting assignments, will not preclude the employee's return to the PPPA.

If the absence was more than one hundred twenty (120) calendar days, the Appointing Authority may authorize an employee's return to the PPPA if the absence was due to management.

An employee exceeding the one hundred twenty (120) calendar day limit for any other reason will be assigned at management's discretion.

After one hundred twenty (120) days, all vacated PPPAs, under this section, will be posted.



When an employee will exceed the one hundred twenty (120) day period to assume their selected PPPA, the employee will be allowed to appeal directly to the Appointing Authority for an extension of the one hundred twenty (120) day period. If the employee can demonstrate that the absence is based upon extenuating circumstances, such as a serious medical condition, the appointing authority may extend the one hundred twenty (120) day period up to one (1) year. Should the Appointing Authority grant the employee's appeal, the PPPA will revert to management until the employee assumes the post. If the employee fails to assume the post prior to the end of the extension, the position will be posted.

If a PPPA becomes vacant, the position will be posted.

An employee may not be removed from a PPPA based upon the issuance of a WID.

An employee may be temporarily removed from a PPPA pending a personnel investigation/EEO investigation, but will attempt to assign to substantially similar start/stop times and RDOs. Once the investigation has been concluded and if the charges have not been substantiated, the employees may be returned to their PPPA.

Any PPPA not bid during the bid day by an eligible employee shall be rebid every 90 days.

Once an employee has successfully been assigned to a PPPA, the employee may only be moved involuntarily for cause. As used in this context, cause is restraining orders, workplace violence situations, etc. NOT interpreted as adverse in nature or substandard for purposes of a performance appraisal. The supervisor must document the specific reasons for removing the employee from the PPPA and provide a copy to the employee. The employee must then be placed in a management post with the same RDOs and substantially similar start/stop times. The vacated PPPA will revert to management for assignment purposes until the next bid period. The displaced employee will remain in the management post until the next bid period. If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days of notification, directly to the Appointing Authority. This grievance must be heard, and a written response provided, by the Appointing Authority within fourteen (14) calendar days. The grievance may not be appealed beyond the Appointing Authority. The grievance shall not postpone any such removal for cause.

If an employee is to be removed from a PPPA, as a result of an adverse action, the removal will be upon the effective date of the adverse action related to job performance (upon the conclusion of the Skelly hearing process and/or time frames associated with that process). Such movement will be to the same shift without regard to RDOs or start/stop times. The vacated PPPA will be posted. The Appointing Authority may exclude the employee from bidding to a specific assignment area in the next bid period.

An employee may be removed from the PPPA upon receipt of the final copy of a substandard performance evaluation. Such movement will be to a post with substantially similar start/stop times. The vacated PPPA will revert to management until the next open bid period. Removal of the employee must be approved by the Appointing Authority on a case-by-case basis. The employee will be permitted to bid in the subsequent bid period.

All disputes concerning PPPA issues can be grieved within twenty-one (21) calendar days of notification, directly to the local JLMC. The grievance must be heard, and a written response provided by the local JLMC within fourteen (14) calendar days. The grievance may not be appealed beyond the local JLMC. Disputes will be resolved by majority vote.

#### **15.4.1 EDD Post and Bid Agreement (Unit 1)**

Hiring for Employment Program Representative (EPR) and Disability Insurance Program Representative (DIPR) permanent full time positions in the Employment Development Department (EDD) will be based on the following:

##### **1. GENERAL PROVISIONS**

- A. When EDD decides to fill vacant EPR or DIPR positions, vacancies will be announced on the Career Opportunity Bulletin Board (COBB) using a ratio of 50% by post and bid and 50% by other hiring methods. Human Resource Services Division (HRSD) will be the single point of contact in receiving all "Request for Position Action" documents. A system will be developed by HRSD to ensure fair application of the 50-50 ratio.
- B. The EDD reserves the right to exempt placements from this section where there are clearly articulated operational needs. Positions subject to State Restriction on Appointments (SROA) or layoff lists, and safety transfers, Americans with Disabilities Act (ADA) reasonable accommodation requests, etc. shall come out of the Department's 50% and thus are not available for this post and bid process. The EDD will provide a report monthly to the Union, indicating the number of exempt placements by category.

Individual employee hardship transfer requests will be determined by management based on the compelling nature of the request. As used in this section, compelling is defined as:

Requests to maintain the unity and continuity of the employee's immediate family unit. Examples include but are not limited to: Marriage; Move to a new area to accompany a spouse or domestic partner who has changed the location of

his or her employment; Documented need to provide care for a family member where a change of employee's residence is required; Documented circumstances which require the employee to leave the area to avoid physical harm or injury at the hands of an abusive spouse, family member or other individual; or Employee's legal obligation requiring that he/she relocate to another area.

- C. Each employee is responsible for checking the posting of positions on the COBB.
- D. Employees being reassigned under this section waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
- E. EPRs shall be eligible to bid on DIPR positions. DIPRs shall be eligible to bid on EPR positions.

## 2. ELIGIBILITY TO PARTICIPATE IN POST AND BID

- A. Employees must be currently employed by EDD, either in the EPR or DIPR classification and have permanent civil service status in the class.
- B. The PI employees must either meet the requirements of Rule 277, or have reinstatement rights to a permanent position, to be eligible to participate in the post and bid process.
- C. Bidders must meet all requirements of the posted position, including any special requirements (e.g., language skills, Veterans status, etc.)
- D. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- E. For the 12 calendar months preceding onset of the bid process an employee who has an adverse personnel action which relates to the employee's job performance will be precluded from participation in the bid process.

## 3. SENIORITY PROVISIONS

- A. For the post and bid process, seniority is defined as total months of State service. When two or more employees apply for a specific position and have equal State seniority, the tie shall be broken in the following order: total months of service with EDD, then total in-class seniority, then by lot.
- B. The EDD shall provide a combined seniority list of EPRs and DIPRs every February 15th, (reflecting seniority information current as of January 1) and every August 15th (reflecting seniority information current as of July 1st). This information will be provided on a computer disk to CSEA.
- C. EDD will distribute the seniority list defined above at each worksite employing EPRs and DIPRs.
- D. The list above as modified by any successful protest(s) shall be the sole determinants of seniority for post and bid selections during the respective bidding periods.

## 4. POSTING PROCESS

- A. The EDD shall post vacancies on the COBB, consistent with current practice, for 10 calendar days. This posting shall state the following:
  - The opening date and closing date and time to apply for the vacancy;
  - The location of the vacancy;
  - A description of the vacant position including the duties, responsibilities and requirements of the position.
  - The Single Point of Contact (HRSD) to whom the bid is to be sent; and
  - Whether the position is to be filled by post and bid or by other hiring methods.
- B. The EDD shall provide CSEA with a copy of the COBB posting at the same time they are distributed on the COBB.

## 5. BIDDING PROCESS

- A. For post and bid positions, the employee must submit his/her bid for a vacant position on a form provided by EDD.
- B. Employees who have been selected through the post and bid process are precluded from bidding on any position for a period of one year from the date they were finally "awarded" a position.

## 6. POST AND BID SELECTION PROCESS

- A. The most senior eligible employee meeting the requirements as described in the Eligibility To Participate in Post and Bid section, supra, will be selected for a position.
  - B. The tentative "awarding" of the position will be announced on the COBB within 5 working days after the bidding process is closed. The notice will include the employee's name and seniority score.
  - C. The protest period will be 3 working days from the date the tentative "award" is posted on the COBB. Employees selected under the terms of this section shall have 8 working days after the bidding process is closed in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor.
  - D. The final award will be announced on the COBB within 5 working days from the end of the protest period.
  - E. The employee will be expected to report to his/her new position on a date selected by EDD. Consideration will be given to employee and management needs in selecting the reporting date. The reassignment must be completed within 60 days of the date the employee accepted the award.
  - F. Employees who bid on the position shall not be required to interview for the position.
7. MISCELLANEOUS PROVISIONS
- A. The EDD will provide training deemed necessary by EDD for the employee to be successful in the new job.
  - B. Whenever no bids are submitted for a position opening or whenever no employee submitting a bid is eligible for appointment to the position, EDD shall select an employee to fill the position through other hiring methods.
  - C. The EDD shall retain the bids for a period of twelve months. During this period, the bids shall be available for inspection by the Union representatives, who may request a copy.
  - D. All awardees are entitled to a 30-day trial period, during which time employees can opt to return to their former position as defined in Government Code Section 18522.

**15.4.15 Work Assignment Changes (Unit 15)**

- A. Unit 15 employees who are not covered by a Post and Bid Agreement and who request a work assignment change not involving a geographic relocation shall submit a written request to the facility/program management or designee. When the employer determines that a vacancy in the requested work assignment is available, employees with requests shall be considered and the decision to grant or deny the request shall only be based on the following factors:
  - Permanent status;
  - The needs of the students, clients, patients, wards, inmates, etc;
  - Skills and abilities;
  - Needs of the facility, including security and safety;
  - Staffing requirements;
  - Satisfactory performance and attendance;
  - Seniority.

Such requests shall not be unreasonably denied.

**15.5.15 Employee Opportunity Transfers (Unit 15)**

- A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities or aptitudes.
- B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:
  - 1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

- C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the non-selection.
- D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

#### 15.6.15 Light/Limited Duty Assignments (Unit 15)

- A. As part of a Return-To-Work Program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment. If an employee makes a request, the State shall endeavor to initiate a light/limited duty assignment.
- B. Limited duty assignments will be administered in accordance with all the following criteria:
  - 1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
  - 2. When and where the State determines that the assignment provides needed services;
  - 3. When the employee can satisfactorily perform the work;
  - 4. When there is a prognosis for improvement of the illness or injury;
  - 5. Maintaining safety shall be prime consideration prior to assigning a light limited duty.
- C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B. (1) through (5) above.
- D. The State may make alternative assignments, retrain employees, or may, follow the requirements of the Government Code.
- E. The State reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.
- F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of Reasonable Accommodation as prescribed by the State Personnel Board. Nothing in this Section shall be construed to contravene the State Personnel Board's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this Section alleging out-of-class work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in Article 6 of this Contract, but may be appealed to the State Personnel Board, the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission.

### ARTICLE 16 - LAYOFF

#### 16.1 Layoff and Reemployment

(Excluding Unit 3 Employees in the Special Schools of Department of Education)

- A. Application. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "Employees") in any State agency, the State may layoff employees pursuant to this section.
- B. Order of Layoff. Employees shall be laid off in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable State Personnel Board and Department of Personnel Administration rules.
- C. Notice. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.
- D. Grievance and Arbitration. Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.

- E. **Transfer or Demotion in Lieu of Layoff.** The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code Sections 19997.8 through 19997.10 and applicable Department of Personnel Administration rules. If an employee refuses a transfer or demotion, the employee shall be laid off.
- F. **Reemployment.** In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or sub-divisional reemployment lists in accordance with Section 19056 of the Government Code.
- G. **State Service Credit for Layoff Purposes.** In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service regardless of when such service occurred. A pay period in which a full time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, the second pay period shall be disqualified. Veterans will receive additional credits in accordance with Government Code Section 19997.6.
- H. **Departmental Vacancies.** Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current State Restriction of Appointment procedures.
- I. **Employees who are affected by layoff, reduction in time-base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidation Omnibus Reconciliation Act (COBRA).**

### **16.2 Reducing the Adverse Effects of Layoff**

Whenever the State determines it necessary to layoff employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.

### **16.3 Alternative to Layoff**

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

### **16.4 Military Installations**

The State agrees to notify the Union at such time as the State becomes aware of federal government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Department of the Military.

### **16.5 Layoff Employee Assistance Program**

Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

## **ARTICLE 17 – RETIREMENT**

### **17.1 First Tier Retirement Formula (2% @ 55)**

- A. The Union and the State (parties) agree that the legislation implementing this agreement shall contain language to enhance the current age benefit factors on which service retirement benefits are based for Miscellaneous and Industrial members of the First Tier plan under the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this Article will be effective only upon the CalPERS board adopting a resolution that will employ, for the June 30, 1998 valuation and thereafter, 95 percent (95%) of the market value of CalPERS' assets as the actuarial value of the assets, and to amortize the June 30, 1998 excess assets over a twenty (20) year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.
- B. The legislative language would provide the enhanced benefit factors to State employees who retire directly from State employment on and after January 1, 2000.
- C. The table below lists the current First Tier age/benefit factors.

AGE AT RETIREMENT	CURRENT FACTORS
50	1.100
51	1.280
52	1.460
53	1.640
54	1.820
55	2.000
56	2.063
57	2.125
58	2.188
59	2.250
60	2.313
61	2.375
62	2.438
63 and over	2.500

- D. There are factors for attained quarter ages, such as 52%. These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 Memorandum of Understanding between the State and the Union. The improved factors also apply to past service that is credited under the First Tier and the Modified First Tier.
- E. The amount of member contributions required of employees covered under these factors continue to be five percent (5%) of monthly compensation in excess of \$513.

#### 17.2 Second-Tier Retirement Plan

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law.

#### 17.3 Employee Retirement Contribution Reduction for Miscellaneous Members

Effective January 1, 2002, the State agrees to the following:

- Employees who are miscellaneous and/or industrial members of the first tier plan who are subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from 5% of compensation in excess of five hundred thirteen (\$513) dollars each month to 2.5% of compensation in excess of five hundred thirteen (\$513) dollars each month.
- Employees who are miscellaneous and/or industrial members of the first tier plan who are subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from 6% of compensation in excess of three hundred seventeen (\$317) dollars each month to 3.5% of compensation in excess of three hundred seventeen (\$317) dollars each month.

Effective July 1, 2002, the State agrees to the following:

- Employees who are miscellaneous and/or industrial members of the first tier plan who are subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced to zero.
- Employees who are miscellaneous and/or industrial members of the first tier plan who are subject to Social Security under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from 3.5% of compensation in excess of three hundred seventeen (\$317) dollars each month to 1.0% of compensation in excess of three hundred seventeen (\$317) dollars each month.

Effective July 1, 2003, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.

The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this agreement may declare this section of the Contract, and all obligations set forth herein, to be null and void. In

the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

#### **17.4 Employee Retirement Contribution Reduction for Safety Members**

Effective January 1, 2002, employees who are safety members (2.5% at 55) under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from 6% of monthly compensation in excess of three hundred seventeen (\$317) dollars each month to 3.5% of compensation in excess of three hundred seventeen (\$317) dollars each month.

Effective July 1, 2002, employees who are safety members (2.5% at 55) under the Public Employees' Retirement System (CalPERS) shall have their employee retirement contribution rate reduced from 3.5% of monthly compensation in excess of three hundred seventeen (\$317) dollars each month to 1.0% of compensation in excess of three hundred seventeen (\$317) dollars each month.

Effective July 1, 2003, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.

The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this Contract may declare this section of the Contract, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

#### **17.5 Employee Retirement Contribution Reduction for STRS Members**

Effective January 1, 2002, employees who are members of the State Teachers' Retirement System (STRS) shall have their employee retirement contribution rate reduced from 8% of compensation each month to 5.5% of compensation each month.

Effective July 1, 2002, employees who are members of the State Teachers' Retirement System (STRS) shall have their employee retirement contribution rate reduced from 5.5% of compensation each month to 3% of compensation each month.

Effective July 1, 2003, the employee's retirement contribution rate shall be restored to levels in effect on August 30, 2001.

The State employer will continue to ensure that pension benefits are properly funded in accordance with generally accepted actuarial practices. In accordance with the provisions of the June 20, 2001 communication to DPA from CalPERS' Actuarial & Employer Services Division, effective July 1, 2003, the State Employer's CalPERS retirement contribution rate shall incorporate the impact resulting from the temporary reduction in the employee retirement contribution rate. As indicated in the above referenced letter, "10% of the net unamortized actuarial loss shall be amortized each year". However, if the CalPERS Board of Administration alters the amortization schedule referenced above in a manner that accelerates the employer payment obligation, either party to this Contract may declare this section of the MOU, and all obligations set forth herein, to be null and void. In the event this Contract becomes null and void, the employee retirement contribution rate shall be restored to levels in effect on August 30, 2001 and the parties shall be obligated to immediately meet and confer in good faith to discuss alternative provisions.

#### **17.6 Employer-Paid Employee Retirement Contributions**

The State and the Union agree to continue the January 28, 1985, agreement regarding the Internal Revenue Service ruling permitting CalPERS contributions to be excluded from taxable salary for the duration of this Contract.

#### **17.7 1959 Survivor's Benefits - Fifth Level**

- A. Employees in Units 1, 3, 4, 11 and 15 who are members of the Public Employee's Retirement System (PERS) will be covered under the Fifth Level of the 1959 Survivor's Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the memorandum of understanding for this section.
- B. The contribution for employees covered under this new level of benefits will be \$2 per month. The rate of contribution for the State will be determined by the PERS board.
- C. The survivor's benefits are detailed in the following schedule:
  1. A spouse who has care of two or more eligible children,  
or three or more eligible children not in the care of spouse ..... \$1,800.

- 2. A spouse with one eligible child, or two eligible children not in the care of the spouse .....\$1,500.
- 3. One eligible child not in the care of the spouse; or the spouse,  
who had no eligible children at the time of the employee's death, upon reaching age 62 .....\$750.

**17.8 Enhanced Industrial Retirement**

Eligible employees shall be covered by Government Code 20047 "Enhanced Industrial Disability Retirement."

**17.9.1 Safety Retirement (Unit 1)**

The Union agrees to the provisions of Government Code (GC) Sections 19816.20 and 20405.1 and will no longer be subject to GC Section 18717. Pursuant to this agreement the following classes will be included in safety retirement effective on the date the State Personnel Board approves the revised classifications.

5658- Institution Artist/Facilitator - Corrections and Mental Health

5571- Television Specialist- Corrections and Mental Health

The Television Specialist classification as used at the Department of Developmental Services will be reviewed to determine if it meets the criteria for safety retirement.

**17.9.4 State Safety Retirement (Unit 4)**

The Union agrees to the provisions of Government Code Sections 19816.20 and 20405.1.

**17.9.15 Safety Retirement Studies (Unit 15)**

The Union agrees to the provisions of Government Code Sections 19816.20 and 20405.1. The State shall conduct studies on the feasibility of safety retirement for the following classes at the following hospitals and copies of these studies shall be provided to the Union no later than eighteen (18) months after ratification of this Contract by the membership:

**Department of Developmental Services:**

Porterville Developmental Center:

Cook I- DJ40- 2185

Cook II- DJ30- 2184

Housekeeper- DD20- 2043

**Department of Mental Health (Atascadero State Hospital/Metropolitan State Hospital/Napa State Hospital/Patton State Hospital/Vacaville Psychiatric Facility)**

Cook I- DJ40- 2185

Cook II- DJ30- 2184

Food Service Worker I- DK60- 2194

Food Service Worker II- DK50- 2193

Janitor- DC40- 2011

**ARTICLE 18 – PERMANENT INTERMITTENTS**

- A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to 1,500 hours in any calendar year based upon Government Code Section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department. The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.
- B. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.



- C. Each department shall endeavor to provide a permanent intermittent employee with seven (7) calendar days but in no case less than 72 hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.
- D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.
- E. A permanent intermittent employee will become eligible for leave credits in the following manner:
  - 1. **Sick Leave** - A permanent intermittent employee who has completed 160 hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
    - a. Sick leave may be requested and taken in fifteen (15) minute increments.
    - b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
    - c. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 8, Section 8.2, Sick Leave.
  - 2. **Vacation Leave** - A permanent intermittent employee will be eligible for vacation leave credit with pay as defined in Article 8, Section 8.1, on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation credit with pay in accordance with the schedule in Article 8, Section 8.1, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
    - a. Pay the permanent intermittent employee in a lump-sum payment for accumulated vacation leave credits; or
    - b. By mutual agreement, schedule the permanent intermittent employee for vacation leave; or
    - c. Allow the permanent intermittent employee to retain his/her vacation credits; or
    - d. Effect a combination of a., b., or c. above.
  - 3. **Holidays** -
    - A. A permanent intermittent employee will be eligible for holiday pay on a pro-rata basis, based on hours worked during the pay period for observed holidays specified in Article 7 of this Contract in accordance with the following chart. If a permanent intermittent employee works on the holiday, the employee shall also receive his/her hourly rate of pay for each hour worked unless the provisions of Article 19.2, B. apply.

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2
51-70.9	3
71-90.9	4
91-110.9	5
111-130.9	6
131-150.9	7
151 or over	8*

\*Notwithstanding any other provision, an employee can only accrue up to 8 hours of holiday credit per holiday.

- B. When a permanent intermittent (PI) employee in work week group 2 is required to work on an observed holiday, and the employee works 151 or more hours in that pay period, the employee shall receive holiday compensation in accordance with Article 7.G.
- 4. **Bereavement Leave** - A permanent intermittent employee may only be granted bereavement leave in accordance with Article 8, Section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.

5. **Jury Duty** – A permanent intermittent employee shall only be granted jury duty leave in accordance with Section 8.14 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a permanent intermittent employee, the employee shall be released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.
  6. **Non-Industrial Disability Leave** – Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
  7. **Mentoring Leave** – A permanent intermittent employee shall be eligible for Mentoring Leave in accordance with Article 8, Section 8.17, Mentoring Leave.
- F. Each department will establish a date by which its permanent intermittent employees shall receive their regular pay.
  - G. **Dental Benefits** – A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period.
  - H. **Health Benefits** – A permanent intermittent employee will be eligible for health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.
  - I. **Vision Service Plan** – A permanent intermittent employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.
  - J. Permanent intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Reconciliation Act (COBRA).
  - K. **Flex Elect Program** – Permanent intermittent employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental insurance. Permanent intermittent employee's choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. Permanent intermittent employees choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six months, and receive credit for a minimum of 480 paid hours within the six-months control period of January 1 through June 30 of the plan year in which they are enrolled.
  - L. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the permanent intermittent schedule and record of permanent intermittent hours worked per week on an ongoing and weekly basis.
  - M. A permanent intermittent employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their permanent intermittent employee position by management.
  - N. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rule and regulations, unless modified by this Contract.

## ARTICLE 19 – HOURS OF WORK AND OVERTIME

### 19.1 Hours of Work

- A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours Monday through Friday, and the regular work shift shall be eight (8) hours.
- B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.

- C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.
- D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:
  - 1. The change is due to an unforeseen operational need;
  - 2. The change is made at the request of the employee.
- E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.
- F. Workweek group policy for FLSA - Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt/excluded from the FLSA:

- 1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
- 2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
- 3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
- 4. FLSA - exempt/excluded employees are expected to work within reason as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be required to work specific hours to provide services when deemed necessary by management;
- 5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the Family Medical Leave Act, is permitted.

For Unit 3 employees: partial day absences for medical appointments should be scheduled during non-student contact time unless otherwise authorized by management;

- 6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;
- 7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;
- 8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

For Unit 3 employees: partial day absences for medical appointments should be scheduled during non-student contact time unless otherwise authorized by management.

## 19.2 Overtime

- A. Overtime is earned at the rate of one and one-half times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:
  - 1. Ordered overtime of at least fifteen (15) minutes at any one time;
  - 2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.
- B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the Department of Industrial

Relations determines that this provision is inconsistent with Labor Code 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.

- C. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.
- D. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee.
- E. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.
- F. CTO for employees shall be earned on a time and one-half (1½) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.
- G. Employees may accrue up to 240 hours of CTO. All hours in excess of 240 CTO hours shall be compensated in cash.
- H. Normally, an employee who has an accumulation of 240 hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.
- I. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in Sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2 and 3 below.
  - 1. Effective January 31, 2002, all time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the Fair Labor Standards Act (FLSA). For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.
  - 2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of their normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on state business. This paragraph does not apply to employees who voluntarily choose to travel outside their normal work hours.
  - 3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in I(2) above.

### 19.3 Rest Periods

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.
- B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.
- C. Rest periods may not be accumulated nor may they be used to "make-up" time.
- D. Sections A., B., and C. of this Article shall not apply to Unit 3 employees with student, ward, inmate, client, or patient instructional and supervision responsibilities; however, management recognizes that these Unit 3 employees have limited opportunity to take care of their personal hygiene needs during instructional and supervision time. It is the intent of management, working with the Union to find mutually satisfactory solutions to this problem, consistent with programmatic, operational, safety, and security needs, within 90 days of the State and the Union's ratification of this Contract.
- E. Normally, Unit 3 employees with instructional and supervision assignments are expected to use other than scheduled instruction and supervision time for personal hygiene needs; however, the State shall endeavor to provide for supervision of assigned students, wards, inmates, clients, or patients for short periods of time in the event of an employee's personal hygiene need.
- F. Upon the request of the Union, the health and safety committee at a facility shall review and recommend changes to the procedure consistent with safety, security, programmatic, and operational needs for providing Unit 3 employees the opportunity to take care of their personal hygiene needs. If a health and safety committee does not exist at a facility, upon the

request of the Union, management shall meet with the Union to review and recommend changes to the procedure consistent with safety, security, programmatic, and operational needs for providing Unit 3 employees the opportunity to take care of their personal hygiene needs. Any agreement between the parties shall be reduced to writing.

- G. If a Unit 15 employee in the Department of Corrections or the Department of Youth Authority who has a custody control assignment is unable to take his/her individual rest period due to workload and/or lack of coverage and the supervisor provides for coverage, the supervisor will allow the employee to combine the daily rest periods into one rest period, not to exceed a total of thirty (30) minutes.

#### **19.4 Meal Periods**

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.
- B. When employees assigned to a straight eight or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.
- C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

#### **19.5 Set Up/Shut Down Time**

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

#### **19.6 Flexible Work Hours**

- A. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.
- B. Any denial of requests made under subsection A. shall be provided in writing. A copy of the written denial shall also be sent Attn: Work and Family Committee, CSEA, Local 1000, SEIU, 1108 "O" Street, Sacramento, California, 95814. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel or make permanent changes to flexible work hours, alternate work schedules, or reduced work time schedules.
- C. An "alternate workweek schedule" is a fixed work schedule other than standard work hours. "Flexible work hours" allows for the change of work schedules on a daily basis. "Reduced work time" is defined in Government Code Sections 19996.20 through 19996.29.
- D. The notice to the Union required in (B) shall be provided within ninety (90) days of ratification of the new contract by both parties.

#### **19.7 Exchange of Time Off - Multi-Shift Operations**

- A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:
  - 1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
  - 2. The supervisor(s) approve the exchange; and
  - 3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.
- B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with Section 8.2 of this Contract.
- C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for 180 calendar days from the date of the missed exchange.
- D. All exchanges must occur during the same workweek.

- E. Probationary employees are excluded from participating in exchanges of time off.
- F. No exchange shall result in an employee working double shifts.
- G. For Unit 15 the following special rules apply:
  - 1. All exchanges must occur within a reasonable time, and
  - 2. Double shifts will be permitted, consistent with departmental practices.
- H. This section is not subject to the grievance and arbitration procedure of this Contract.

### 19.8 Work In Multiple Time Zone

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

### 19.9 Call Back Time

- A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.
- B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.
- C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.
- D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.
- E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a site approved by the department head or designee.

### 19.10 Standby Time

- A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.
- B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.
- C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of compensating time off (CTO), which may be prorated on the basis of fifteen (15) minutes CTO for each one (1) hour of standby. Standby may not be scheduled in less than one (1) hour increments.
- D. No standby credit will be earned if the employee is called back to work and receives call back credit.
- E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

#### 19.11.1 Overtime Assignments for Work Week Group 2 Employees (Unit 1)

- A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime

assignments. However, the Union recognizes a departments' right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.

- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

#### **19.11.4 Overtime Assignments for Work Week Group 2 Employees (Unit 4)**

- A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a departments' right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.
- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

#### **19.11.11 Overtime Assignments for Work Week Group 2 Employees (Unit 11)**

- A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a departments' right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.
- B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.
- C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

#### **19.11.15 Overtime Distribution for Employees (Unit 15)**

- A. Where the use of overtime is prevalent, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a volunteer overtime seniority system, departments will endeavor to reduce the amount of mandatory overtime by distributing overtime fairly among volunteers as permitted by operational needs, security, health, safety, and emergencies. Whenever possible, the department will provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right, within budgetary constraints, to require overtime, or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary or to assign the work to another appropriately classified employee from the volunteer list.
- B. When assigning mandatory overtime by inverse seniority, i.e. the least senior employee first, the special needs of employees who have documented medical problems, substantiated childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) will be considered.
- C. No food service employee will be required to work in excess of sixteen (16) hours continuously in a twenty-four (24) hour period, nor shall a food service employee be required to work more than two (2) double shifts within his/her scheduled workweek, unless mutually agreed to.
- D. Exceptions to seniority for overtime may be made due to employee attendance restrictions and adverse actions or ward or client safety and/or staff familiarity or training, if such reasons are directly related to the performance of the overtime work. Requests for overtime shall not be unreasonably denied and upon request, a denial shall be made in writing.

- E. For purposes of this section, Departments may establish a seniority system based on either an employee's total seniority in the classification or an employee's date of hire as used for vacation accrual purposes. Ties shall be broken first by departmental seniority and then by lot.

**19.12.11 Standby Duty – Department of Fish and Game (Unit 11)**

- A. Standby duty is defined as the time that an employee is required to remain on the Department of Fish and Game fish hatchery grounds during non-work hours for immediate response to duty or to emergencies that may arise.
- B. Affected employees are those who are assigned to Work Week Group 2 who reside in State-owned housing at Department of Fish and Game hatcheries, and are required to perform standby duty at the fish hatcheries.
  - 1. While on standby duty, employees shall receive standby compensation at the rate of two hours of compensating time off for fifteen (15) hours of standby duty. If an employee does not complete the 15 hours of standby duty, the Department of Fish and Game shall pro-rate the compensation earned in accordance with departmental procedure.
  - 2. Where compensating time off is not practical, the appointing authority may authorize cash compensation. Required work in excess of the minimum work week is compensable as overtime in accordance with the basic workweek group that the particular class and position is allocated to, except for the time on standby duty.
  - 3. When an employee is called back while on standby duty, the employee shall not lose standby duty pay as a result of earning call back credit pursuant to Article 19.9 (Call Back Time).
  - 4. Employees on any approved leave shall not be required to work standby duty.

**19.12.15 Sliding Six, Six/Two (6/2) Schedules or Variations Thereof (Unit 15)**

Upon the Union's request, a department using a "Sliding 6; Six/Two (6/2)" rotation cycle to schedule Unit 15 employee's work hours, agrees to allow Unit 15 employees to decide by majority vote of the affected employees at each facility, if they are to continue use of the "Sliding 6 or Six/Two" rotation cycle. Should the majority of employees vote to not continue the rotation schedule, the department agrees to meet and confer with the Union regarding a change to a fixed day off schedule.

**19.13.11 Double Backs – Department of Food and Agriculture (Unit 11)**

- A. Employees shall be given a minimum of twelve (12) hours off between scheduled shifts, unless it becomes necessary for them to return earlier because of unforeseen operational need or emergency.
- B. Nothing in this Section precludes employees from requesting, and management from granting, double-back shifts.

**19.14.11 Rotating Shift Program – Department of Fish and Game (Unit 11)**

The State and CSEA agree to continue the 12-hour rotating shift program for Bargaining Unit 11 employees at the John E. Skinner Fish Protective Facility consistent with the agreement reached by DFG and CSEA on February 2, 1999.

**ARTICLE 20 – WORK AND FAMILY**

**20.1 Work and Family Labor/Management Committee**

- A. The parties agree to establish one statewide permanent joint labor/management committee on work and family. The committee shall serve in an advisory capacity to the Department of Personnel Administration's Work and Family Program. Work and family related activities that the Committee will engage in include sponsoring research, reviewing existing programs and policies, recommending new programs and policies, initiating marketing efforts, and evaluating the effectiveness of initiatives implemented by the Work and Family Program. Such work and family programs and policies may include, but are not limited to childcare, elder care, family leave, flexibility in the workplace, and a variety of other family-friendly programs and policies.
- B. The committee shall be comprised of an equal number of management and union representatives. The Union recognizes that membership on the committee may also include any or all other unions representing State employees. The committee shall have co-chairpersons, one representing management and one representing labor. CSEA shall have a total of four (4) representatives on the committee who may exercise a total of nine (9) votes (one (1) vote for each State bargaining unit represented by CSEA).
- C. The parties agree the union representatives shall attend committee meetings without loss of compensation. The co-chairpersons may determine that subcommittees are necessary for preparatory work other than at committee meetings. If this occurs, the management co-chairperson may request that additional release time be granted for this purpose. Approval of release time is subject to operational need.



- D. The committee shall meet regularly and shall begin meeting after the ratification of this contract.

The \$5 million dollars already established in the Work and Family Fund shall be administered by the Department of Personnel Administration. Amounts to be allocated and expended annually from the fund shall be determined by the Department of Personnel Administration and the committee.

## 20.2 Dependent Care

The State and the Union recognize the importance of dealing with Work and Family issues. The parties also agree to make available the following programs to State employees utilizing funds from the \$5,000,000 allocated to Work and Family as provided in the current collective bargaining agreement until December 31, 2004.

### A. Dependent Care Subsidies

The State and the union agree to allocate \$2,000,000 from the Work and Family Fund to establish a dependent care subsidy program for eligible State employees.

The program shall be administered as follows:

1. Employees may be eligible to receive a one-time \$400 subsidy for their qualified dependent as defined by Title 26, Subtitle A, Chapter 1, Subchapter A, Part IV, Subpart A, Section 21 of the Internal Revenue Code.
2. To be eligible for the subsidy, an employee's total household income may not exceed a monthly base income of \$3,500 or a total of \$42,000 per year. Total household income shall include income from a spouse and/or domestic partner as defined in the Family Code Section 297. Employees will be required to self-certify their income. A random audit verification of approximately 10 percent of the eligible employees may be conducted. Employees selected in the randomized audit may be required to provide income verification.
3. Employees will be required to enroll and participate in a dependent care reimbursement account in the FlexElect program. Employees must meet the eligibility criteria for the FlexElect program to be eligible to participate in the subsidy program.
4. Employees will be required to apply for the subsidy. If more than 2,500 employees apply for the subsidy, a lottery will be used to select employees who will receive the subsidy. Only one cash award per year will be awarded to each employee. Married state employees may apply separately, but may not receive more than two \$400 awards per family.
5. Employees will be required to reapply for the subsidy program and FlexElect each year.
6. Subsidies will be deposited into dependent care reimbursement accounts on January 1, 2003 and January 1, 2004.

The Department of Personnel Administration shall administer the subsidy program.

### B. Enhanced Resource and Referral Services for Dependent Care

The State and the union recognize the importance of dealing with family issues. The State and the union agree to allocate \$2,000,000 from the Work and Family Fund to establish and enhance resource and referral program for dependent care until December 31, 2004. The intent of this program is to assist an employee in locating dependent care facilities and services for their dependents.

## ARTICLE 21 – MISCELLANEOUS

### 21.1 Telecommute/Telework Program

- A. Telework is defined as performing work one (1) or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.
- B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.
- C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.

- D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.
- E. The Union and the State agree to establish a Labor/Management Committee to review and discuss telecommute/telework programs and policies. The committee shall have three (3) union representatives and management may appoint an equal number of members. Union representatives shall serve without loss of state compensation for committee meetings.

## 21.2 Electronic Monitoring

If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under Article 6.

## 21.3 Class A and Class B Commercial Driver's License

### A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

### B. Medical Examinations

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.
2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:
  - a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and
  - b. A second medical examination is authorized and conducted; and
  - c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

### C. Fee Reimbursements

1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
  - a. The employee is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;
  - b. The employee has a valid, current medical certification acceptable to DMV;
  - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required

endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

**D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination**

1. Upon ten (10) workdays advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:
  - a. The examination is scheduled during the employee's scheduled work hours; and
  - b. The examination does not interfere with the operational needs of the department.
2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

**21.4.1 Business Cards (Unit 1)**

- A. When the State determines that Unit 1 employees in public contact positions need to be identified as State employees, the State shall provide the employee with standard business and/or identification cards at no cost to the employee.
- B. Business cards and identification cards remain the property of the State and are to be used only for official State business. Employees may be required to return such identification cards to the appointing power upon their separation from the State or upon their transfer to another appointing power.

**21.4.3 Class Size (Unit 3)**

- A. It is the policy of the State that the educational needs of its students are of primary importance taking into consideration needs of the staff, available facilities, equipment, financial resources and other operational needs. In adhering to this policy, the State agrees to meet and confer with the Union over the impact of management proposed changes to existing class size criteria. It is recognized that final class size determinations shall be within the authority and discretion of management.
- B. The Union may request from the Department of Corrections an exemption from the existing class size to the superintendent or designee. The effected department shall, within twenty (20) calendar days, either grant or deny the requested exemption and inform the Union and the affected teacher in writing of the department's decision. The parties may agree to mutually extend the twenty (20) calendar day time frame. If the request for class size exemption is denied by the Warden, the Union may appeal to the next level of authority for review.

The exemption review process shall consider, but not be limited to, the following:

1. Operational/Program needs
2. Physical space
3. Safety of the staff, inmates or wards
4. Diagnosed psychological, physiological and learning characteristics of the students

The Union may request from the California Youth Authority an exemption from existing class size to the Superintendent or designee pursuant to the department's class size exemption policy.

- C. Upon request of the Union, the Department of Corrections will provide available class attendance statistics for the Union's review such as the number of teachers with actual classroom assignments by facility and the monthly education report.
- D. The CDC and CYA shall provide a copy of their departmental class size exemption policy to Unit 3 teachers and the Union within 4 months after the ratification of the Contract by the Union and the Legislature, whichever is later. In addition, the CDC and CYA shall provide a copy to newly hired teachers as part of their new employee orientation.
- E. Class size criteria established by department policy may only be grieved to the third step of the grievance process.

**21.4.11 Drug and Alcohol Testing (Unit 11)**

- A. Commercial Drivers' License Holders

1. Unit 11 employees whose job assignment requires them to have a commercial drivers' license (CDL) are subject to drug and alcohol testing as defined in 49 CFR 382, et al.
2. Employees who operate commercial vehicles seasonally as part of their required job duties for their employer may elect to deactivate their commercial driver status and remove themselves from the random testing pool by providing notice in writing to their employer at the end of each season of operating a commercial vehicle. Employees not electing to deactivate their commercial driver status for their employer will be deemed to continue to be available to operate a commercial vehicle for their employer and will remain subject to drug and alcohol testing under 49 CFR 382 et al and 49 CFR 40 et al. Employees who have received notice for a drug and alcohol test that was mailed or given to the employee prior to their employer's receipt of the employee's request to deactivate from commercial driver status must complete all such outstanding random tests.
3. The union and the State jointly encourage unit employees to seek counseling and treatment when appropriate for substance and alcohol abuse issues. Accordingly, an employee whose job duties do not require the employee to possess a CDL, and who requests to deactivate his/her CDL status and voluntarily utilizes the resources available to him/her in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, shall not be required to complete any outstanding random tests nor shall the employee be disciplined for exercising his/her rights under this section.

**B. Class C Drivers' License Holders**

Employees who operate State equipment requiring a class C driver's license are subject to reasonable suspicion drug and alcohol testing while on duty. Such testing will conform to the requirements and procedures of Department of Personnel Administration Rules 599.960, 599.962, 599.964, 599.965, and 599.966; 49 Code of Federal Regulations (CFR) Part 40, et al; and 49CFR Part 382, et al. Whenever the State's rules are broader or are in direct conflict between State and Federal regulations, the State's rules shall prevail.

**C. Miscellaneous Provisions Applying To CDL And Class C Drivers' License Holders**

1. Notwithstanding section 5.10(b), the State shall only test for amphetamines and methamphetamines, cocaine, marijuana/cannabinoids (THC), opiates (narcotics), phencyclidine (PCP) and alcohol and shall use the cut-off levels for determining positive test results contained in 49 CFR 40 et al, and 49 CFR 382 et al.
2. The State reserves full discretion to dismiss an employee for a first positive drug or alcohol test or for refusing to test. Employees so dismissed, except those on probation, shall have an opportunity to stipulate to a last-chance agreement. This opportunity may not extend to cases in which the employee has a past adverse action history or in which the positive test or refusal to test occurs in conjunction with a serious offense which in itself would result in dismissal. Serious offenses include but are not limited to workplace violence, acts that result in personal injury, acts that result in significant property damage, etc.

Last-chance agreements shall include a provision which requires an employee's evaluation by a substance abuse professional as referenced in 49 CFR 382.605 and follow-up testing after returning to duty. The State will pay for the substance abuse professional's evaluation and counseling by the same substance abuse professional when it is obtained through a State contract provider. While participating in rehabilitation as recommended by the substance abuse professional and with prior approval of the employer, employees may use accrued sick leave, vacation, annual leave, compensatory time off, or other accrued paid leave. Employees who have insufficient leave credits may use unpaid leave for the duration of this rehabilitation period.

3. At the employee's request, the State shall send the second portion of the split urine specimen (Sample B) to another certified drug testing laboratory of the employee's choice, and the state shall pay for the test when the test of Sample B fails to confirm the test of Sample A.
4. Employees who appeal a drug- or alcohol-related adverse action or reject on probation to the State Personnel Board shall automatically be deemed to have withdrawn with prejudice any related grievance filed pursuant to Article 6 of this contract and shall have no right to file any additional grievances related to the adverse action or rejection on probation. A grievance filed pursuant to this Article shall be filed with the department head or his/her designee within thirty (30) days after the Skelly Officer's decision. In the event the grievance is denied and not settled by the parties within ten (10) working days from the date of its filing, the union may invoke the procedures in Article 6 to select an arbitrator. Adverse actions or rejections on probation may be arbitrated only after the grievant signs an express waiver of all rights to appeal the action or rejection to the State Personnel Board. In arbitrations' involving adverse actions, the arbitrator shall determine if just cause exists and, if not, the appropriate remedy. Grievants arbitrating a rejection on probation shall have the burden of going forward and the burden of proof.

**21.5.1 Incompatible Activities (Unit 1)**

A State officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a State officer or employee.

Each department shall determine, subject to approval of the DPA, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as State officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to, all of the following:

- A. Using the prestige or influence of the State or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- B. Using State time, facilities, equipment, or supplies for private gain or advantage.
- C. Using, or having access to, confidential information available by virtue of State employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- D. Receiving or accepting money or any other consideration from anyone other than the State for the performance of his/her duties as a State officer or employee.
- E. Performance of an act in other than his/her capacity as the State officer or employee knowing that the act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the officer or employee.
- F. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee consistent with the DPA guidelines (Reference Code 85-05).
- G. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his/her full time, attention, and efforts to his or her State office or employment during his/her hours of duty as a State officer or employee.

When an appointing power determines there is a need to establish a new incompatible activity statement or add to or alter an existing incompatible activity statement, the Union will be notified and given an opportunity to meet on the proposed incompatible activity statement with the appointing power.

An employee may request that the appointing power grant an exception to the prohibitions on outside employment contained in the applicable incompatible activity statement. If the exception is denied, it shall be reviewed, upon request by the employee, by a Committee composed of two representatives of the appointing power and two representatives of the Union. The Committee will issue a recommendation within fifteen (15) calendar days to the department head or designee for decision. The department head or designee shall issue a written final decision within fifteen (15) calendar days.

### **21.5.3 Student Discipline (Unit 3)**

- A. Upon request of the Union, the State employer agrees to consult with the Union representatives on the development of a written student discipline program.
- B. Teachers may recommend either temporary or permanent removal of a student when in his/her professional judgment the teacher believes a student's behavior is interfering with the learning of others or when a teacher/instructor or other students are being threatened; however, the State employer retains the authority to remove or suspend a student from the classroom.
- C. This Section shall apply to Unit 3 civil service employees and exempt Unit 3 employees in the Special Schools of the Department of Education.

### **21.6.1 Work Space Allocation (Unit 1)**

- A. The Union Participation Matrix is to be utilized by the Departments in the design of newly constructed, leased, remodeled and/or renovated office space.

The Union Participation Matrix clarifies the Union's involvement and in what way the Union contributes to the plan development.

The objective is to ensure that the Union is involved throughout the project, from beginning to end, and ensure that management understands the role of the Union.

**Union Participation Matrix**

	Site Selection	Materials & Finishes	Furniture	Macro Layout and Space Plan (restrooms, parking, break rooms)	Micro Layout and Space Plan
Union	E	E	A B C D	E	A B C D
Steering Committee	B	B	B	B	E
Solution Teams	E	A B F	A B	A B	A B C D

**-Levels of Participation**

- |                                    |                                 |
|------------------------------------|---------------------------------|
| A – Input establish criteria       | D – Review and decide           |
| B – Review and influence solutions | E – Informed                    |
| C – Develop solutions              | F – Choice (palette of options) |

**B. STATE SPACE ALLOWANCES STANDARDS**  
**State Administrative Manual (SAM) Section 1321.14**  
 (Revised 1/23/02)

The RESD is responsible for developing and implementing planning and design standards and determining space needs for state-owned and leased facilities. The following table delineates the maximum space allowances and space types for each job category. The allowances indicate net square feet and do not include space for circulation and special requirements outside the office/workstation space. These standards are general guidelines and can be modified and developed to meet job requirements of individual agencies and their employees.

Once an agency's design standards and space allocations have been developed and approved by RESD, any modifications must be reviewed and approved by RESD.

State Space Allowances Standards		Maximum Net Square Feet by Space Type				
Job Category	Examples of Typical Job Titles	**CF Private	**CF Open	**CF Group	**MSF Open	**MSF Group
Executive	Cabinet Secretary, Agency Administrator, Board Chairperson, Department Director, Commissioner	300				
Administrators	Deputy Director, Assistant Director, Executive Secretary, Department/Division Chief, Branch/Office Chief, Board Member	200				
Managers	Bureau Chief, Deputy or Assistant Chief, Section Head	150				

*	Dept. Administrative Officer or Fiscal Officer, middle managers	150	150		112	
Supervisors*	Supervisor of large unit (10 or more)		125		96	
	Supervisor of small unit (9 or less), Asst. Unit Supervisor, First-line Supervisors.		110		96	
Attorneys***	Attorney	150	100	100	80	80
Technical Professionals	Architect, Engineer			100	80	80
Working Professionals	Analyst, Accountant, Social Service Worker, Business Service Officer, Correctional Officer, Referee		100	100	64	64
Clerical Supervisors*	Clerical Supervisor		75		64	
Clericals	Account Clerk, Office Technician, Office Assistant, Stock Clerk		75	60	64	40

\*THE NEED FOR PERIODIC AND CONFIDENTIALITY SHOULD BE CONSIDERED DUE TO PERSONNEL/LABOR RELATIONS ISSUES THROUGH THE EFFECTIVE WORK STATION LOCATION, CONFIGURATION OR PLACEMENT OF QUIET ROOMS.

## **\*\* Definition of Terms**

<u>CF</u>	Conventional Furniture: Freestanding furniture used to make up a workstation, whether in traditional or open office design.
<u>MSF</u>	Modular Systems Furniture: System of interconnecting acoustical panels and hang-on components used to make up a workstation. Used in open office design.
<u>Private</u>	One person, individual, hardwall constructed office for classifications indicated. The RESD staff is available to work with agencies to prepare justifications for exceptions to these standards.
<u>Open</u>	Office design with a minimum of private offices. Emphasizes flexibility of reconfiguration, uses MSF or screens and conventional furniture.
<u>Group</u>	Hardwall constructed office or MSF workstation with two or more persons sharing the working area. Used with compatible work functions.

Throughout the design process, RESD Space Planners shall work with the client to establish allocations of personal and programmatic storage and file space for each employee as appropriate to the selected strategies.

\*\*\* Applies to Trial Attorneys only, unless justification is submitted to RESD for review and approval.

## **C. ALTERNATIVE OFFICE STRATEGIES**

### **State Administrative Manual (SAM) Section 1321.15 (Revised 1/23/02)**

The RESD shall assist agencies/departments in the design of office space through the use of appropriate Alternative Officing (AO) methodologies to better utilize existing and proposed space and to support employee alternative work schedules. AO strategies are:

<u>Universal Plan</u>	Standardized design of workstation area that allows departments to move people rather than furniture.
<u>Team Space</u>	Open workspace arrangement involving workstations with fewer, lower partitions to facilitate communication and collaboration.
<u>Shared Workspace</u>	Two or more employees sharing a single, assigned workspace either during the workday or on different shifts or schedules.
<u>Teleworking</u>	Employees work at home, field offices or designated Teleworking Centers 1 to 5 days a week on either a formal or informal schedule.
<u>Satellite Office</u>	A full service office location used by full-time employees living nearby.
<u>Free Address</u>	Non-dedicated, unassigned workspace at an agency/department location available to the employee on a first-come, first served basis.
<u>Hoteling</u>	Non-dedicated, unassigned workspace at an agency/department location reserved by the employee via a designated coordinator, on an as-needed basis.

### **21.6.3 Student Class Assignment (Unit 3)**

- A. It is the common goal of management and the Union that students attending State classes be assigned to appropriate classes. To facilitate this goal, an advisory committee shall be established for each department to develop and periodically review student class assignment procedures within 90 days of ratification of this Contract. These committees shall have equal numbers of Union and Management members.
- B. The assignment procedure shall include the decision-making process and the position(s) responsible for classroom assignments and review of assignments.
- C. Students shall be assigned according to the established policies. When a teacher believes a student is inappropriately assigned the assignment will be referred to the position designated in the policy for review and appropriate assignment.



- D. Final Class assignment procedures, as well as individual student assignments, shall be within the authority and discretion of management.

#### **21.7.1 Hearst Castle Night Tours (Unit 1)**

- A. Guides in all categories will be required to work up to a maximum of 12 evening tour shifts per fiscal year.
  - 1. Guides will be assigned evening tour shifts based on the current scheduling procedures.
- B. A volunteer pool will be established and used as follows:
  - 1. Guides will be polled in July of each year as to whether they wish to volunteer beyond the maximum 12 evening tour shifts.
  - 2. When needed, Guides who have volunteered will be placed on the schedule based on their total monthly hours excluding hours worked in evening tour shifts. The Guide with the least number of monthly hours will be scheduled first.
- C. If the evening tour shifts cannot be covered by A. and B. above, Guides will be assigned to the schedule based on the same seniority guidelines used for preferred day off requests. Except that, the Guide with the lowest seniority will be assigned first, second lowest will be assigned second, etc.
- D. Scheduled shifts that include an evening tour shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue. These hours shall be counted towards the maximum yearly hours, not to exceed 1500 hours.
- E. Guides working an evening tour will not be scheduled for their next shift within 10 hours of their ending evening tour shift, unless mutually agreed upon between the supervisor and guide.
- F. Additionally, any shift of less than five (5) hours shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue.
- G. Should the Department determine that the above does not meet the needs of the Department, the Department and CSEA mutually agree to meet and confer over the impact of any proposed change.

#### **21.7.3 Non-Instructional/Teacher Preparation Time (Unit 3)**

- A. During a teacher's workday, there shall be scheduled non-instructional periods for purposes of teacher preparation and for performance of other job duties.

Teacher preparation is work time to be used for the purpose of supporting classroom instruction at a level consistent with the diversity of student needs and changing program demands. Management may grant additional preparation time to an individual teacher when management has made a major change in the teacher's assignment.

Although it is not the intent of the State to unnecessarily infringe upon teacher's preparation time, it is recognized by both parties that it may be appropriate for teachers to be assigned other duties during this time.

Job duties not directly in support of classroom instruction will be scheduled, to the extent possible, with reasonable prior notice, taking into consideration teacher workload and operational needs.

- B. The CDC and CYA shall provide a copy of their departmental policy relative to student instructional time to Unit 3 teachers within 4 months after the ratification of this Contract by the Union and the Legislature, whichever is later. In addition, the CDC and CYA shall provide a copy to newly hired teachers as part of their new employee orientation.

#### **21.8.1 Organizational Development (Unit 1)**

No appointing power shall negotiate independently with rank-and-file employees via committee action any agreement that is in conflict with the terms and conditions established by the provisions of this Contract.

#### **21.8.3 Off-Site Teacher Preparation Time (Unit 3)**

Consistent with the provisions of Article 19.1 (Hours of Work), employees in Unit 3 teaching classes may schedule their instructional preparation time off-site, provided the time scheduled is during non-student contact time as determined by management.

#### **21.9.1 Classification Consolidation Review (Unit 1)**

The Union and the State agree to meet six (6) months after ratification of this agreement for the purpose of considering and discussing the potential consolidation of Bargaining Unit 1 classifications as necessary and appropriate. At that time, the Union

and the State shall present for consideration and discussion, classification consolidation proposals that each party considers to have merit. The discussions are intended to address the merits of classification consolidation proposals as well as a specific plan of action for each proposal.

The Union may designate up to five (5) representatives to participate in these discussions. Union representatives will be provided State release time for these discussions.

### **21.9.3 Professional Responsibility (Unit 3)**

It is the State's policy to allow Unit 3 employees the exercise of professional judgment in their work recognizing, nonetheless, that ultimate responsibility for determining work methods and selecting methodologies, curricula, etc., rests with management.

### **21.10.1 EDD One-Stops (Unit 1)**

The EDD and the Department of Personnel Administration (DPA) shall include these provisions in all MOUs entered into with local One-Stop partners:

1. The local Workforce Investment Board certifies that its One-Stop Centers will recognize and comply with applicable labor agreements affecting represented employees located in the Centers. This shall include the right of access by State labor organization representatives pursuant to the Ralph C. Dills Act (Chapter 10.3 of Division 4, of Title I of the Government Code, commencing with Section 3512).
2. State employees who are located at One-Stop Centers shall remain under the supervision of their employing department for the purposes of performance evaluation and other matters concerning civil service rights and responsibilities. State employees performing services at One-Stop Centers shall retain existing civil service and collective bargaining protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.
3. If work-related issues arise at One-Stop Centers between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employees' civil service supervisor. The One-Stop Career Center operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (Part 2.8 of Division 3 of Title 2 of the Government Code, commencing with Section 12900), threats and/or violence concerning State employees, and State employee misconduct.

Grievances related to this section can only be processed through the Department of Personnel Administration level of the Grievance and Arbitration article of this contract.

### **21.10.3 Recognition of Authorship (Unit 3)**

The State employer shall recognize authorship of Unit 3 civil service and exempt employees involved in the writing of publications by identifying principal contributors in the title page, if any, of said publication. In the event of disputes involving the identity of principal contributors to State publications, the department head shall resolve such disputes. Articles or manuscripts, written under State auspices, shall give recognition of principal authorship on the title page, if any.

### **21.11.1 Correctional Case Records Analyst Workload Study (Unit 1)**

The State agrees to conduct a workload study for the Correctional Case Records Analyst (CCRA) classification. Upon completion, the State shall provide the Union with a copy of the study. The State agrees to meet and discuss the study findings and recommendation. If there is a cost associated with the implementation of workload standards, funding of the proposal shall be discussed. Implementation shall be subject to availability of funds. The State shall complete the study within six months from the effective date of the contract.

In the event the study finds excessive CCRA workload, the State shall institute the following actions with regard to the CCRA classification:

1. Within six months of completion of the study, develop a workload formula based on measurable factors impacting the complexity and amount of work assigned to the CCRA classification.
2. Will consider administrative alternatives prior to mandatory overtime.
3. Establish a Joint Labor/Management "Task Force" to define the complexity and amount of work. The State and the Union shall each be entitled to select at least three (3) representatives. The State and the Union shall each select its own representatives. Employees serving in this capacity shall serve without loss of compensation.

## ARTICLE 22 - ENTIRE AGREEMENT AND DURATION

### 22.1 Entire Agreement

- A. This Contract sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B. below.

- B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract.

The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three of the following exist:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to Ralph C. Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution.

The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

### 22.2 Duration

- A. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect January 31, 2002 and remain in full force through July 2, 2003.
- B. In the six-month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

## ARTICLE 23 - STATE SPECIAL SCHOOLS

### 23.1.3 Discipline and Discharge - Special Schools (Unit 3)

- A. Purpose

The purpose of this Article is to provide a prompt and efficient procedure for the imposition of discipline and discharge.

- B. Applicability

1. This Article shall only apply to permanent tenure and pre-tenure exempt employees (hereafter employee) of the Department of Education, Special Schools.
2. Appealable disciplinary action is defined as dismissal, demotion, or suspension without pay for more than fifteen (15) calendar days or its equivalent as a reduction in pay.
3. This Article shall not apply to the decision to grant or deny tenure.

- C. Discipline Procedure

1. Discipline shall only be imposed for cause. "For cause" means a legitimate non-arbitrary reason for dismissal, demotion, suspension without pay, or reduction in pay as defined by b. (2) above.
2. The parties recognize that situations arise where circumstances necessitate the immediate removal of the person from the work area for reasons related to the safety of persons or property, disruption of program or operations, or investigation for any disciplinary action or commission of a crime. The appointing power may place an employee on a leave of absence with or without pay for a period not to exceed sixty (60) days in circumstances described above.

If discipline is not taken on or before the date such leave is terminated, the leave shall be with pay. If disciplinary action is taken on or before the date such leave is terminated, the disciplinary action may be taken retroactive to any date on or after the date the employee was placed on leave. Notwithstanding any other Section of this Article, disciplinary actions under such circumstances shall be valid if written notice is served upon the employee not later than seven (7) calendar days after the employee is notified of the disciplinary action.

3. The department head or designee shall initiate any disciplinary action as specified in this Article by written notice of disciplinary action served in person or served by certified mail, return receipt requested, to the employee's last known address as listed in the employee's official personnel file. The notice of disciplinary action shall include:
  - a. A statement of the nature of the disciplinary action;
  - b. The effective date of the disciplinary action;
  - c. A statement in ordinary and concise language of the acts or omissions upon which the disciplinary action is based;
  - d. A statement advising the employee of the right to answer the notice orally or in writing;
  - e. A statement advising the employee of the time within which an appeal must be filed; and
  - f. A statement advising the employee of his/her right to a representative of his/her choice.
4. At least seven (7) calendar days prior to the effective date of any disciplinary action as defined in c. (3) above, and at the request of the employee, the department head or designee and the affected employee and his/her representative, if any, shall meet to review the notice of pending disciplinary action. The employee may respond orally or in writing. A written response shall be directed to the department head or designee within seven (7) calendar days of the meeting, or within ten (10) calendar days if no meeting is held. Based on the review of the pending disciplinary action and the employee's response, if any, the department head or designee shall provide written notice to the employee within twenty (20) calendar days of his/her decision to rescind, modify or affirm the disciplinary action.

#### D. Disciplinary Action Appeal Process

No later than twenty (20) calendar days after receipt of the notification to impose disciplinary action, an employee may appeal the disciplinary action to the State Personnel Board (SPB). A hearing shall be conducted by an SPB hearing officer. The hearing shall be conducted in accordance with existing law as set forth in Title II of the California Administrative Code. The proposed decision of the State Personnel Board hearing officer shall be subject to review by the SPB, which shall render a final and binding decision.

#### E. Right to Representation

When an appointing power's representative has a conference with an employee where at the time the meeting is convened, the employee is the focus of a possible disciplinary action, the employee is entitled, upon request, to a representative of his/her choice. Non-availability of the representative for more than two (2) workdays shall not delay the conference. However, this right shall not extend to routine business communications such as, but not limited to, performance evaluations, training, job audits, counseling sessions or work related instructions.

### 23.2.3 Academic Year - Special Schools (Unit 3)

- A. In the State School for the Blind, Fremont, and in the State Schools for the Deaf, Riverside and Fremont, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty. The academic calendar for exempt staff in the classification of Teacher shall be 184 workdays, of which up to 176 shall be student contact days. The academic calendar for exempt staff in the classification of Teacher Specialist shall be 194 workdays.
- B. In the Diagnostic Centers at Fremont, Fresno, and Los Angeles, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty, and shall be 209 workdays.
- C. The Superintendent of a State Special School shall obtain input from exempt staff during the development of the proposed academic calendar. In addition, if a Special School proposes to change the number of in-service training days from the prior academic year, the special school shall notify the teachers and obtain input.
- D. During the term of this Contract, the Director of State Special Schools hereby agrees that he/she will provide the Union with copies of proposed academic calendars for each of the Special Schools for the following academic year by April 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within 30 days from the date of notice to the Union, the Director shall be free to implement the calendar or calendars unilaterally. In the event of an emergency or of events beyond the control of the

Director, the State Special School shall be free to make such change in any or all of the academic calendars for the special Schools as are required by operational necessity.

- E. Within 30 calendar days of the adoption of an academic calendar, the State Special School shall provide a copy of the academic calendar to exempt Special School employees.
- F. Time limits established in Subsections d. and e. above can be extended by mutual agreement of both parties.

#### **23.3.3 Work Assignment Notification - Special Schools (Unit 3)**

- A. Management of the Department of Education Special Schools shall make a reasonable effort to inform its teachers of their next year's work assignment prior to the end of the spring semester. If any change in assignment becomes necessary, the Department of Education will endeavor to notify the affected teachers as soon as possible. Where changes are made, the employee will be provided a written explanation of the need for such change.

#### **23.4.3 Personal Leave Days - Special Schools (Unit 3)**

- A. Upon completion of six (6) pay periods, employees shall be eligible for up to two (2) personal days which may be used during the academic year or extended school year.
- B. Personal leave days may be approved for use during the school year or extended school year. A personal leave day may be disapproved if the operating needs of the school prevent such leave.
- C. The Superintendent or designee may require an employee to provide five (5) working days advance notice before taking his or her personal leave day. A personal leave day may be granted with less than five (5) working days notice.
- D. A maximum of two (2) personal leave days may be carried over from one school year to the next. An employee may carry no more than four (4) personal leave days at any given time.
- E. Employees who have not used their personal leave days upon termination of employment or retirement will receive cash payment.
- F. Employees may transfer personal leave days in accordance with the provision of Article 8 and the other provisions contained in Article 23.

#### **23.5.3 Extra Duty Assignment - Special Schools (Unit 3)**

- A. Exempt teachers at the Special Schools of the Department of Education in Unit 3 may be required to serve in supervisory or advisory assignments at athletic events, dances, plays, and other after school and evening school-sponsored events for the benefit of students, the curriculum, and job effectiveness with no additional compensation.
- B. Exempt Special School teachers of the Department of Education who are required to perform coaching duties in athletic or drama events or the yearbook will receive a coaching differential in accordance with the schedule listed on Attachment A. The coaching differential shall be subject to the following conditions:
  - 1. The school superintendent or designee(s) shall select the coaches and the maximum number of head coaches and assistant coaches receiving the coaching differential;
  - 2. A coaching assignment may be terminated at any time by the school superintendent or designee;
  - 3. The coaching differential shall be paid to the exempt teachers at the conclusion of the coaching activity;
  - 4. Exempt teachers who are assigned coaching duty and perform for less than an entire season, shall receive the coaching differential on a pro-rata basis;
  - 5. Special School exempt teachers who receive the coaching differential are not entitled to overtime, or any other premium pay;
  - 6. Coaching position vacancies will be advertised.
- C. Nothing in this Section shall prevent any school employee from volunteering their services.
- D. This Section shall not be considered "compensation" for purposes of retirement.

#### **23.6.3 Tenure - Special Schools (Unit 3)**

- A. Definitions.

1. The designation of classes of members of the teaching staff of a Special School established by Section 17604 applies to this Article.
2. "Tenure" is the right, under the provisions of this Article, of an employee to continue full-time employment as a teacher at a particular special school, subject to resignation, dismissal, suspension, or other disciplinary action for cause. A Supervising Teacher, Specialist, may acquire tenure only as a teacher.
3. A "pre-tenured employee" is a school term employee at a particular special school who does not have tenure.
4. A "tenured employee" is a person who has tenure.
5. "Full-time service" means full-time service as one of the following:
  - a. A school term employee for 90% of the teacher work days in one school term applicable to the employee.
  - b. A Supervising Teacher, Specialist, for 90% of the work days applicable to him/her in one fiscal year.

B. Acquisition of Tenure.

Tenure is acquired by meeting all of the requirements specified in any one of the following Subsections:

1. Full-time service as a pre-tenured employee at one special school in one or more classes of employees for three successive school terms or fiscal year, as applicable; and commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. The tenure is in that school.
2. Voluntary transfer, including transfer in lieu of layoff, of a tenured employee at one special school to another special school for the same type of student; full-time service for one school term, or fiscal year, as applicable, immediately following the transfer, in the special school to which the employee so transferred; and commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. At the date of commencement of service for the second school term, or fiscal year as applicable, at that school, the transferee shall lose tenure at the school from which he/she transferred and shall have tenure at the school to which he/she transferred.
3. Transfer of a pre-tenured employee from a special school to a newly established special school for the same type of student; rendition of full-time service for three successive school terms or fiscal years, as applicable, at either or both of such schools, and commencement of service under appointment for full-time service at the newly established school for the next school term or fiscal year, as applicable. At the date of such commencement of service, the transferee shall lose all rights toward tenure at the school from which he/she transferred and shall have all such rights at the school to which he/she transferred.
4. Full-time service in a special school by a pre-tenure employee for at least one school term or fiscal year, as applicable; transfer to an existing special school and rendition of full-time service therein for two successive school terms or fiscal years, as applicable; and commencement of service therein under a reapportionment for full-time service at that school for the next school term or fiscal year, is applicable. At the date of commencement of service under such reapportionment, the transferee shall lose all rights toward tenure and shall have tenure in the school to which he/she transferred.
5. A pre-tenured employee's probationary period may be extended by the superintendent for at least an additional year when the pre-tenured employee is absent from work for a semester or more or when the pre-tenured employee is unable to obtain an appropriate special education credential within the three (3) year pre-tenure period.

C. Reappointment and Notice of Intention Not to Reappoint. A pre-tenured employee shall be deemed to be reappointed for the school term or fiscal year, as applicable, succeeding the school term or fiscal year in which he/she is serving, unless by March 15, the superintendent of the school gives him/her notice that he/she will not be appointed. The notice shall be in writing, signed by the superintendent of the school, and given in either of the following ways:

1. Mailed, by certified mail, return receipt requested, to the employee at his/her last known address as listed in the employee's official personnel file.
2. Delivered to the employee in person and his/her written receipt of the notice secured. If the employee refuses to sign the receipt of notice, an affidavit of service made by the person delivering the notice and filed with the superintendent of the school shall be deemed the equivalent of acknowledgment of receipt of notice. Notwithstanding any provision of this Section to the contrary, no person shall be deemed to be appointed or to have been awarded tenure because notice is not given or received by the time or in the manner prescribed in this Section. Should it occur that no notice is received by the times prescribed in this Section, it is the duty of the employee concerned to make inquiry to determine the ultimate decision of the school.

D. Evaluation of Pre-Tenured Employee.

An exempt employee denied tenure may grieve the denial through the third step of the grievance procedure which shall be the final step of appeal.

## **SIDE LETTERS**

### **Side Letter #1 – Court Decisions**

If during the term of this agreement the United States Supreme Court declares that State employees may not enforce in State and Federal court their rights under the Americans with Disabilities Act (ADA), the federal Family Medical Leave Act (FMLA), or the federal Age Discrimination in Employment Act (ADEA) the parties will, upon request, meet and confer over the impact of such a ruling.

### **Side Letter #2 – Next Step Program**

The parties agree that Government Code Section 19876.5, 21159, 21160, 21161, and 21195 do not apply to Unit 1, 3, 4, 11 and 15 employees. This means that Units 1, 3, 4, 11, and 15 employees shall no longer participate in the Next Step Program.

### **Side Letter #3 – Golden Handshake**

If the Golden Handshake provisions are offered during the term of this Contract and the Department of Education or any of its Special Schools or Diagnostic Centers participate, the Department will consider offering it to Units 1, 3, 4, 11, and 15 employees in the Department of Education.

### **Side Letter #4 – Streamlining the State Safety Retirement Process**

- A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code (GC) Section 19816.20 and 20405.1 and will not be subject to the provisions of GC Section 18717.
- B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions in Units 1, 3, 4, 11 and 15 that potentially meet requirements for safety retirement and to place all positions meeting safety retirement criteria into the safety retirement category following establishment by the State Personnel Board of the appropriate parenthetical safety classes.

### **Side Letter #5 – Domestic Partner**

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code Section 297.

### **Side Letter #6 – State Disability Insurance Program (SDI)**

The State and the Union agree to support legislation in the 2002 legislative session to enable any State bargaining unit to elect to participate in the State Disability Insurance program.

### **Side Letter #7 – Holiday Pay Grievance Settlements**

In the interest of harmonious labor relations, the parties agree to settle the following grievances by compensating employees in CSEA represented bargaining units who worked March 31, 2001, Cesar Chavez Day, with premium payment (1-1/2 the hourly rate) for the hours they worked. These employees already received straight time compensation and holiday credit for the holiday. If they haven't received the additional half of their hourly rate, they shall receive this compensation within 60 days. The following grievances are therefore withdrawn and settled:

- Dispatcher Clerks – CDF: DPA Grievance # 00-04-0011
- Dispatcher Clerks – CDF: DPA Grievance # 00-04-0012
- Mojave Fish Hatchery: DPA Grievance # 00-11-0005
- Cesar Chavez Day (all units): DPA Grievance # 00-11-0009

### **Side Letter #8 – Addendum to the Memorandum of Understanding between the State of California and CSEA, Local 1000, SEIU, Units 1, 4, and 11**

The parties agree that implementation of all Post and Bid provisions, which are set forth in Article 15 of the Units 1, 4 and 11 MOUs as referenced in SB 728 (Machado), shall be consistent with existing State Personnel Board laws and rules. For employees eligible to transfer, those employees will only be appointed using the post and bid process if they have met SPB's transfer requirements. For promotional positions, an employee is eligible to bid for a position only if he or she has successfully completed the examination process for the classification of the posted position and is immediately reachable on an eligible list certified by the State Personnel Board as specified in Government Code Sections 19055 through 19057.1. This side letter is binding on the State and CSEA Units 1, 4 and 11 and intended as an addendum to Units 1, 4 and 11 MOUs for the duration of the contracts.

**Side Letter #9 - Paid Time Off - Precinct Election Board**

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in DPA rule 599.930, an employee in Bargaining Units 1, 3, 4, 11 and 15 may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.



UNIT 1 APPENDIX A

SALARY SCHEDULE

01 – ADMINISTRATIVE, FINANCIAL, AND STAFF SERVICES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Accountant I (Specialist)	JL32	4177		2554	3104	2682	3259	2
Accountant Trainee	JL35	4179		2883	3338	3027	3505	2
Accounting Administrator I (Specialist)	JL16	4552		4301	5228	4516	5489	2
Accounting Analyst	JM12	4582	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Accounting Officer (Specialist)	JL26	4546		3418	4155	3589	4363	2
Accounting Specialist, Fair Political Practices Commission	JN30	5375		4301	5228	4516	5489	2
Actuarial Assistant Trainee, CalPERS	LP61	5509	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	3957	3589	4155	2
Actuarial Assistant, CalPERS	LP62	5552		3915	4759	4111	4997	2
Actuarial Statistician	LP70	6080	A	3915	4759	4111	4997	2
			B	4301	5228	4516	5489	2
Actuary	LP15	5409	A	5729	6964	6015	7312	E
			B	6240	7585	6552	7964	E
			C	6808	8275	7148	8689	E
Administrative Assistant I	KG40	5361	A	3255	3957	3418	4155	2
			B	3405	4140	3575	4347	2
Administrative Assistant II	KG30	5358		3915	4759	4111	4997	2
Administrative Assistant, Fair Political Practices Commission	KG45	5169		3255	3957	3418	4155	2
Administrative Services Specialist	JY30	5352	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
			D	3915	4759	4111	4997	2
Agricultural Technician I (Seasonal)	AB90	0034		11.43	13.24	12.00	13.90	2
Agricultural Technician II (Permanent Intermittent)	AB95	3520		11.87	13.74	12.46	14.43	2
Agricultural Technician II (Seasonal)	AB80	0033		11.87	13.74	12.46	14.43	2
Agricultural Technician III (Permanent Intermittent)	AB92	3521		12.83	14.15	13.47	14.86	2
Agricultural Technician III (Seasonal)	AB70	0032		12.83	14.15	13.47	14.86	2
Apprenticeship Consultant	WO40	9485		4110	4997	4316	5247	2
Assistant Administrative Analyst - Accounting Systems-	JM38	5306		3418	4155	3589	4363	2
Assistant Agricultural Economist	AQ50	0196		3255	3957	3418	4155	2
Assistant Arts Grants Administrator	FK64	5628		3255	3957	3418	4155	2
Assistant Aviation Consultant	LZ85	5673		3418	4155	3589	4363	2
Assistant Boating Administrator	BW50	1101		3255	3957	3418	4155	2
Assistant Caltrans Administrator	JZ28	4675	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Assistant Criminal Justice Specialist	KC17	5639		3255	3957	3418	4155	2
Assistant Development Specialist, California Trade And Commerce Agency	KD75	6275	A	2714	3300	2850	3465	2
			B	3255	3957	3418	4155	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Assistant Energy Facility Siting Planner	JX86	4728		3255	3957	3418	4155	2
Assistant Forest Property Appraiser (Board Of Equalization)	KU50	5018		3418	4155	3589	4363	2
Assistant Health Care Service Plan Analyst	KI78	8447		3255	3957	3418	4155	2
Assistant Information Officer	LZ19	5603		3255	3957	3418	4155	2
Assistant Information Systems Analyst	LM96	1479	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Assistant Investment Officer, Retirement Systems	JV28	4667	A	2834	3444	2976	3616	2
			B	3255	3957	3418	4155	2
Assistant Investment Officer, State Teachers' Retirement System	JV38	4518	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Assistant Land Agent	KS60	4997		3418	4155	3589	4363	2
Assistant Loan Officer	JT40	7479	A	2714	3300	2850	3465	2
			B	3255	3957	3418	4155	2
Assistant Medi-Cal Eligibility Analyst	KH26	4413	A	2714	3300	2850	3465	2
			B	3255	3957	3418	4155	2
Assistant Program Specialist, California Debt Advisory Commission	JV82	4288	A	2714	3300	2850	3465	2
			B	3255	3957	3418	4155	2
Assistant Property Agent	KW50	5095		3255	3957	3418	4155	2
Assistant Property Appraiser	KT46	5013		3255	3957	3418	4155	2
Assistant Property Appraiser (Board Of Equalization)	KT58	5439		3418	4155	3589	4363	2
Assistant Property Auditor Appraiser (Board Of Equalization)	KT64	5441		3418	4155	3589	4363	2
Assistant Risk Analyst	JP34	4685		3255	3957	3418	4155	2
Assistant Small Business Officer	KD15	5721		3255	3957	3418	4155	2
Assistant Tax Service Specialist	LZ33	5692		4110	4997	4316	5247	2
Assistant Tourism Specialist	KD86	5568	A	2714	3300	2850	3465	2
			B	3255	3957	3418	4155	2
Assistant Treasury Program Officer	JV48	4237		3255	3957	3418	4155	2
Associate Accounting Analyst	JM10	4588		4110	4997	4316	5247	2
Associate Administrative Analyst - Accounting Systems-	JM36	5304		4110	4997	4316	5247	2
Associate Agricultural Economist	AQ40	0193		3915	4759	4111	4997	2
Associate Arts Administrator, Department Of Corrections	FK43	5657		3915	4759	4111	4997	2
Associate Arts Grants Administrator	FK62	5630		3915	4759	4111	4997	2
Associate Aviation Consultant	LZ80	5672		4103	4986	4308	5235	2
Associate Boating Administrator	BW45	1102		3915	4759	4111	4997	2
Associate Budget Analyst	LF30	5284	A	3915	4759	4111	4997	2
			S	3917	4761	4113	4999	2
Associate Business Equipment Analyst	LE70	4165		3915	4759	4111	4997	2
Associate Business Management Analyst	KK40	4742		3915	4759	4111	4997	2
Associate Caltrans Administrator	JZ24	4678		3915	4759	4111	4997	2
Associate Casualty Actuary	LP26	6087	A	6263	7613	6576	7994	E
			B	6823	8294	7164	8709	E

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Associate Development Specialist, California Trade And Commerce Agency	KD70	6276		3915	4759	4111	4997	2
Associate Direct Marketing Specialist	AQ60	3006		3915	4759	4111	4997	2
Associate Editor Of Publications	MC20	5593		3915	4759	4111	4997	2
Associate Environmental Planner	JX14	4711		4110	4997	4316	5247	2
Associate Environmental Planner (Archeology)	JX16	4634		4110	4997	4316	5247	2
Associate Environmental Planner (Architectural History)	JX18	4642		4110	4997	4316	5247	2
Associate Environmental Planner (Natural Sciences)	JX20	4680		4110	4997	4316	5247	2
Associate Environmental Planner (Socioeconomic)	JX22	4682		4110	4997	4316	5247	2
Associate Export Specialist	AS82	9567		3915	4759	4111	4997	2
Associate Financial Aid Analyst	JQ54	1964		3915	4759	4111	4997	2
Associate Fiscal Systems Analyst, Caltrans	JM14	2249		4110	4997	4316	5247	2
Associate Forest Property Appraiser (Board Of Equalization)	KU40	5017		4110	4997	4316	5247	2
Associate Governmental Program Analyst	JY35	5393		3915	4759	4111	4997	2
Associate Governmental Program Analyst, Fair Political Practices Commission	KB80	5307		3915	4759	4111	4997	2
Associate Health Care Service Plan Analyst	KI76	8448		3915	4759	4111	4997	2
Associate Health Planning Analyst	JW24	4663		3915	4759	4111	4997	2
Associate Health Program Adviser	KH12	8337		3915	4759	4111	4997	2
Associate Information Systems Analyst (Specialist)	LM92	1470		4110	4997	4316	5247	2
Associate Insurance Examiner	JC18	4412	A	4110	4997	4316	5247	2
			B	4301	5228	4516	5489	2
			C	4301	5228	4516	5489	2
			D	4724	5741	4960	6028	2
Associate Insurance Rate Analyst	JC38	4438	A	4110	4997	4316	5247	2
			B	4301	5228	4516	5489	2
Associate Investment Officer, State Teachers' Retirement System	JV37	7337		3915	4759	4111	4997	2
Associate Land Agent	KS50	4996		4110	4997	4316	5247	2
Associate Life Actuary	LP36	6089	A	6263	7613	6576	7994	E
			B	6823	8294	7164	8709	E
Associate Management Analyst	LE10	5246		3915	4759	4111	4997	2
Associate Management Auditor	LE26	4159		4110	4997	4316	5247	2
Associate Materials Analyst	KP60	4901		3915	4759	4111	4997	2
Associate Medi-Cal Eligibility Analyst	KH28	4414		3915	4759	4111	4997	2
Associate Mental Health Specialist	KI46	8329		3915	4759	4111	4997	2
Associate Operations Specialist, Franchise Tax Board	JY84	5334		3915	4759	4111	4997	2
Associate Park And Recreation Specialist	BV40	1089		4301	5228	4516	5489	2
Associate Pension Actuary	LP58	5436		6240	7585	6552	7964	E
Associate Pension Program Analyst	JR34	5104		3915	4759	4111	4997	2
Associate Personnel Analyst	KY90	5142		3915	4759	4111	4997	2
Associate Personnel Analyst, Fair Political Practices Commission	KY95	5155		3915	4759	4111	4997	2
Associate Planner	JW14	4643		3915	4759	4111	4997	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Associate Program Specialist, California Debt Advisor Commission	JV80	4289		3915	4759	4111	4997	2
Associate Program Systems Analyst	LM46	7737		4110	4997	4316	5247	2
Associate Programmer Analyst (Specialist)	LM20	1579		4110	4997	4316	5247	2
Associate Property Agent	KW40	5096		3915	4759	4111	4997	2
Associate Property Appraiser	KT44	5011		3915	4759	4111	4997	2
Associate Property Appraiser (Board Of Equalization)	KT56	5444		4110	4997	4316	5247	2
Associate Property Auditor Appraiser (Board Of Equalization)	KT62	5448		4110	4997	4316	5247	2
Associate Real Estate Officer	KS73	9595		4110	4997	4316	5247	2
Associate Right Of Way Agent	KR50	4965		4110	4997	4316	5247	2
Associate Risk Analyst	JP32	4658		3915	4759	4111	4997	2
Associate Small Business Officer	KD10	5493		3915	4759	4111	4997	2
Associate Space Planner	KK25	4715		4110	4997	4316	5247	2
Associate Systems Software Specialist (Technical)	LM62	1585		4103	4986	4308	5235	2
Associate Tax Auditor, Board Of Equalization	JH50	4281		4110	4997	4316	5247	2
Associate Tax Auditor, Franchise Tax Board	JI50	4361		4110	4997	4316	5247	2
Associate Tax Research Specialist	LQ07	5022		4110	4997	4316	5247	2
Associate Tourism Specialist	KD83	5653		3915	4759	4111	4997	2
Associate Transportation Analyst, Department Of General Services	JG72	4535		3915	4759	4111	4997	2
Associate Transportation Planner	JX74	4721		4110	4997	4316	5247	2
Associate Transportation Rate Expert	JG54	4525		4110	4997	4316	5247	2
Associate Transportation Representative	JG34	8699		4110	4997	4316	5247	2
Associate Treasury Program Officer	JV46	4223		3915	4759	4111	4997	2
Audio-Visual Assistant	MD20	2819		3255	3957	3418	4155	2
Audio-Visual Assistant (Correctional Facility)	MD22	2860		3255	3957	3418	4155	2
Audio-Visual Specialist (Correctional Facility)	MD15	2861		3915	4759	4111	4997	2
Audio-Visual Specialist (Technical)	MD11	2838		3915	4759	4111	4997	2
Auditor I	JB60	4175		2764	3361	2902	3529	2
Biostatistician II	LX24	5545		3405	4140	3575	4347	2
Biostatistician III	LX22	5544		4103	4986	4308	5235	2
Biostatistician IV	LX20	5543		4724	5741	4960	6028	E
Boating Facilities Manager I	BW06	1040		3255	3957	3418	4155	2
Boating Facilities Manager II	BW04	1057		3915	4759	4111	4997	2
Boating Programs Trainee	BW08	1036		2507	3049	2632	3201	2
Budget Technician I	LF40	5221	A	2143	2605	2250	2735	2
			B	2507	3049	2632	3201	2
Budget Technician II	LF42	5222		2903	3530	3048	3707	2
Business Assistant I, District Agricultural Association	ME29	4810		2495	3033	2620	3185	2
Business Assistant II, District Agricultural Association (Specialist)	ME28	4882		2968	3608	3116	3788	2
Business Enterprise Consultant I	KD55	7127		3405	4140	3575	4347	2
Business Equipment Analyst	LE72	5145	A	2507	3049	2632	3201	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Business Service Assistant (Specialist)	KK75	4707	A	2220	2700	2331	2835	2
			B	2507	3049	2632	3201	2
			C	2714	3300	2850	3465	2
Business Service Officer I (Specialist)	KK70	4720		3255	3957	3418	4155	2
Business Service Officer II (Specialist)	KK65	4970		3568	4338	3746	4555	2
Business Taxes Compliance Specialist	JH86	8694		4110	4997	4316	5247	2
Business Taxes Representative	JH88	8690	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Business Taxes Specialist I, Board Of Equalization	JH74	4380		4742	5489	4979	5763	2
Business Taxes Specialist II, Board Of Equalization	JH72	4379		4960	6028	5208	6329	2
Business Taxes Specialist III, Board Of Equalization	JH70	4378		6029	6647	6330	6979	E
Buyer I	KP40	4894		2834	3444	2976	3616	2
Buyer II	KP30	4891		3568	4338	3746	4555	2
California Indian Housing Representative I	VY58	5773		3255	3957	3418	4155	2
California Indian Housing Representative II	VY54	5774		3915	4759	4111	4997	2
Caltrans Administrative Technician	JZ30	5311	A	2220	2700	2331	2835	2
			B	2507	3049	2632	3201	2
Certification Officer I	EV70	2685	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
Certification Officer II	EV50	2625		3255	3957	3418	4155	2
Certification Technician	EV80	2684		2286	2778	2400	2917	2
Chief Engineer And Production Consultant, Television Communications Center	MD50	5685		4103	4986	4308	5235	E
Claim Auditor	CU25	1771		2495	3033	2620	3185	2
Claims Auditor, Welfare Programs	CU35	1772		2495	3033	2620	3185	2
Clinical Record Administrator	CW10	1893		4517	5489	4743	5763	E
Coastal Program Analyst I	JW76	4726	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Coastal Program Analyst II	JW74	4735		4110	4997	4316	5247	2
Collection Agent	JL50	8632		2834	3444	2976	3616	2
Collections Specialist, Department Of Motor Vehicles	JJ86	8641	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Collections Technician, Department Of Motor Vehicles	JJ88	8640	A	2220	2700	2331	2835	2
			B	2507	3049	2632	3201	2
Communicable Disease Representative	KI18	9052	A	2736	3017	2873	3168	2
			B	2851	3300	2994	3465	2
Communicable Disease Specialist I	KI32	8404		3915	4759	4111	4997	2
Communicable Disease Specialist II	KI30	8403		4301	5228	4516	5489	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Community Program Specialist I	KH59	8353		3255	3957	3418	4155	2
Community Program Specialist II	KH58	8352		3915	4759	4111	4997	2
Compliance Representative, Franchise Tax Board	JI96	8619	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Computer Operations Specialist I	LN25	1560		3110	3780	3266	3969	2
Computer Operations Specialist II	LN15	1561		3737	4543	3924	4770	2
Computer Operator	LN40	1353	A	2207	2433	2317	2555	2
			B	2295	2790	2410	2930	2
			C	2606	3168	2736	3326	2
Conservancy Project Development Analyst I	JW54	4808		3418	4155	3589	4363	2
Conservancy Project Development Analyst II	JW52	4809		4110	4997	4316	5247	2
Construction Financing Representative	KX66	5119		3915	4759	4111	4997	2
Construction Financing Specialist	KX63	5124		4301	5228	4516	5489	E
Consulting Communicable Disease Representative	KI34	9051		3255	3957	3418	4155	2
Consumer Affairs Representative, Public Utilities Commission	LZ99	5903	A	2959	3261	3107	3424	2
			B	3254	3956	3417	4154	2
Consumer Services Coordinator	VM20	8635		3327	4044	3493	4246	2
Consumer Services Representative	VM10	8634		3040	3694	3192	3879	2
Coordinator Of Activities (Kinsey Auditorium)	FJ55	5615		3255	3957	3418	4155	2
Corporation Examiner	JD76	4443	A	3568	4131	3746	4338	2
			B	4301	4980	4516	5229	2
			C	3915	4532	4111	4759	2
			D	4724	5467	4960	5740	2
Corporation Examiner Iv (Specialist)	JD74	4452	A	4949	6015	5196	6316	2
			C	5437	6608	5709	6938	2
Corpsmember Development Coordinator, California Conservation Corp	BZ94	7491		3814	4635	4005	4867	2
Correctional Case Records Analyst	XS80	1152	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Crime Prevention Specialist	KC36	3498	A	3915	4759	4111	4997	2
			B	4301	5228	4516	5489	2
Crime Studies Technician I	LX42	5565		2444	2971	2566	3120	2
Crime Studies Technician II	LX40	5566		2903	3530	3048	3707	2
Crime Studies Technician Trainee	LX44	5562		2095	2547	2200	2674	2
Criminal Justice Specialist I	KC15	5640		3915	4759	4111	4997	2
Criminal Justice Specialist II (Technical)	KC12	5641		4301	5228	4516	5489	E
Customer Service Specialist, Franchise Tax Board	JI60	1009	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Direct Marketing Specialist	AQ65	0699	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Director, Television Communications Center (Specialist)	MD45	5684		4301	5228	4516	5489	E
Disability Evaluation Analyst	KH46	5365	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Disability Evaluation Analyst II	KH44	8392		3568	4338	3746	4555	2
Disability Evaluation Analyst III	KH42	5367		3915	4759	4111	4997	2
Disability Evaluation Technician	KH48	5357	A	2178	2647	2287	2779	2
			B	2452	2982	2575	3131	2
Disability Insurance Program Representative	WE65	9233	A	2507	2904	2632	3049	2
			B	2714	3300	2850	3465	2
			C	3117	3788	3273	3977	2
Disability Insurance Specialist I	WE85	9218	A	2968	3608	3116	3788	2
			B	3568	4338	3746	4555	2
Disability Insurance Specialist II	WE80	9227		3915	4759	4111	4997	2
Disability Insurance Specialist III	WE75	9228		4301	5228	4516	5489	2
Disaster Worker Staff Services (Various Disasters)	UC40	8080		2507	4724	2632	4960	2
District Sales Representative, California State Lottery	KB20	1790		2993	3639	3143	3821	2
Driver Safety Officer	VQ51	8727	A	2495	3033	2620	3185	2
			B	2714	3300	2850	3465	2
			C	3110	3780	3266	3969	2
			D	3568	4338	3746	4555	2
Editorial Aid	MC27	5623		2444	2971	2566	3120	2
Editorial Assistant Department Of Education	MC25	5621		3255	3957	3418	4155	2
Editorial Technician	LZ20	5602		2670	3246	2804	3408	2
Education And Outreach Specialist	MA10	7371		3915	4759	4111	4997	2
Elections Specialist	KA36	5354		4301	5228	4516	5489	2
Employment And Claims Assistant	WB45	9136		2295	2790	2410	2930	2
Employment Development Planner III	JW93	4511		4724	5741	4960	6028	E
Employment Development Specialist I	WB68	9204	A	2968	3608	3116	3788	2
			B	3568	4338	3746	4555	2
Employment Development Specialist II	WB66	9216		3915	4759	4111	4997	2
Employment Development Specialist III	WB64	9215		4301	5228	4516	5489	2
Employment Program Assistant	WB50	9232	A	1951	2372	2049	2491	2
			B	2095	2547	2200	2674	2
Employment Program Counselor	WD45	9152	A	2507	3049	2632	3201	2
			B	3117	3788	3273	3977	2
Employment Program Representative	WB35	9194	A	2507	2904	2632	3049	2
			B	2714	3300	2850	3465	2
			C	3117	3788	3273	3977	2
Employment Program Technician	WB40	9231		2305	2801	2420	2941	2
Environmental Planner	JX30	4640	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Environmental Planner (Archeology)	JX34	4617	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Environmental Planner (Architectural History)	JX36	4618	C	3418	4155	3589	4363	2
			A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
Environmental Planner (Natural Sciences)	JX32	4635	C	3418	4155	3589	4363	2
			A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
Fair Employment And Housing Consultant I	WR25	9513	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Fair Employment And Housing Consultant II	WR20	9511		3915	4759	4111	4997	2
Fair Employment And Housing Consultant III (Specialist)	WR17	9547		4301	5228	4516	5489	2
Feed, Fertilizer And Livestock Drugs Inspector	AG84	0775	A	2554	3104	2682	3259	2
			B	2903	3530	3048	3707	2
Field Agent Wildlife Conservation Board	BN90	0950		4403	5352	4623	5620	2
Field Examiner I, Agricultural Labor Relations Board	WR60	9518	A	2507	3049	2632	3201	2
			B	3255	3957	3418	4155	2
Field Examiner II, Agricultural Labor Relations Board	WR55	9519		3915	4759	4111	4997	2
Field Examiner III, Agricultural Labor Relations Board	WR50	9520		4301	5228	4516	5489	2
Field Representative Surplus Property Agency	KQ40	4920		2606	3168	2736	3326	2
Financial Aid Analyst	JQ56	1963	A	2714	3300	2850	3465	2
			B	3255	3957	3418	4155	2
Financial Institutions Examiner	JA20	4101	A	2764	3400	2902	3570	2
			B	3568	4131	3746	4338	2
			C	4301	4980	4516	5229	2
Financial Management Auditor II	JA80	4139		3418	4155	3589	4363	2
Financial Management Auditor III	JA70	4138		4110	4997	4316	5247	2
Financing Associate, California Housing Finance Agency	JV54	4538		3915	4759	4111	4997	2
Financing Specialist, California Housing Finance Agency	JV52	4539		4301	5228	4516	5489	E
Fiscal Systems Analyst, Caltrans	JM13	2248	A	2883	3338	3027	3505	2
			B	3418	4155	3589	4363	2
Fish And Wildlife Resources Information And Education Officer	MA15	5614		4301	5228	4516	5489	E
Folk Arts Specialist	FK70	5492		4301	5228	4516	5489	2



Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Food And Agriculture Management Development Trainee	JZ05	5664		3915	4759	4111	4997	2
Fraud Prevention Specialist	JF34	4026		4301	5228	4516	5489	2
Free Venture-Private Industries Specialist, Department Of Youth Authority	WU30	9550		4301	5228	4516	5489	2
Fruit And Vegetable Quality Control Inspector	AD50	0684	A	2657	3230	2790	3392	2
			B	2903	3530	3048	3707	2
General Auditor II	JB50	4287		3418	4155	3589	4363	2
General Auditor III	JB40	4285		4110	4997	4316	5247	2
Genetic Disease Program Specialist I	KJ16	8450		3255	3957	3418	4155	2
Genetic Disease Program Specialist II	KJ14	8451		3915	4759	4111	4997	2
Genetic Disease Program Specialist III	KJ12	8452		4301	5228	4516	5489	2
Governmental Auditor II	JB30	4146		3418	4155	3589	4363	2
Governmental Auditor III	JB20	4144		4110	4997	4316	5247	2
Guide I Historical Monument	BU90	2794		2606	3168	2736	3326	2
Guide II, Historical Monument (Specialist)	BU86	2740		2834	3444	2976	3616	2
Health Analyst	KH14	4672	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Health Facilities Evaluator I	SZ70	8001		3425	4164	3596	4372	2
Health Facilities Evaluator II	SZ64	8052		3915	4759	4111	4997	2
Health Facilities Evaluator Specialist	SZ60	2246		4301	5228	4516	5489	2
Health Facilities Evaluator Trainee	SZ72	8007		2507	3049	2632	3201	2
Health Planning Specialist I	JW28	4666		4301	5228	4516	5489	2
Health Planning Specialist II	JW26	4648		4724	5741	4960	6028	2
Health Program Auditor Ii, Department Of Health Services	JF20	4254		3418	4155	3589	4363	2
Health Program Auditor Iii, Department Of Health Services	JF18	4252		4110	4997	4316	5247	2
Health Program Auditor Iv, Department Of Health Services	JF16	4249		4301	5228	4516	5489	2
Health Program Specialist I	KH10	8338		4301	5228	4516	5489	2
Health Program Specialist II	KH06	8336		4724	5741	4960	6028	E
Health Program Technician I	KH18	8342		2560	2964	2688	3112	2
Health Program Technician II	KH16	8343		2670	3246	2804	3408	2
Health Training Consultant	LC80	5224		3915	4759	4111	4997	2
Hospital Coordinator Of Forensic Services	KI55	5202		4301	5228	4516	5489	2
Housing And Community Development Representative I	VY27	9023	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Housing And Community Development Representative II	VY25	8962		4110	4997	4316	5247	2
Housing And Community Development Specialist I	VY22	9035		4301	5228	4516	5489	2
Housing And Community Development Specialist II	VY20	9037		4724	5741	4960	6028	2
Housing Finance Assistant (Construction Services)	KX46	5254		3255	3957	3418	4155	2
Housing Finance Assistant (General)	KX42	5227		3255	3957	3418	4155	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Housing Finance Assistant (Rental)	KX44	5252		3255	3957	3418	4155	2
Housing Finance Associate (Affirmative Action)	KX38	4821		3915	4759	4111	4997	2
Housing Finance Associate (Construction Services)	KX32	5236		3915	4759	4111	4997	2
Housing Finance Associate (General)	KX30	5255		3915	4759	4111	4997	2
Housing Finance Associate (Management Services)	KX40	4835		3915	4759	4111	4997	2
Housing Finance Associate (Rental)	KX36	5163		3915	4759	4111	4997	2
Housing Finance Associate (Single Family)	KX34	5162		3915	4759	4111	4997	2
Housing Finance Specialist (Affirmative Action)	KX26	5240		4301	5228	4516	5489	2
Housing Finance Specialist (General)	KX20	5235		4301	5228	4516	5489	2
Housing Finance Specialist (Management Services)	KX28	5452		4301	5228	4516	5489	2
Housing Finance Specialist (Rental)	KX24	5141		4301	5228	4516	5489	2
Housing Finance Specialist (Single Family)	KX22	5143		4301	5228	4516	5489	2
Housing Finance Trainee (General)	KX50	5225	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
Industrial Relations Representative	WO45	9483	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Information Officer I (Specialist)	LZ17	5601		3915	4759	4111	4997	2
Information Systems Technician	LN48	1360	A	2207	2433	2317	2555	2
			B	2295	2790	2410	2930	2
			C	2606	3168	2736	3326	2
Information Systems Technician Specialist I	LN45	1562		3110	3780	3266	3969	2
Information Systems Technician Specialist II	LN43	1557		3737	4543	3924	4770	2
Information Technician I	LN30	1568	A	2207	2433	2317	2555	2
			B	2295	2790	2410	2930	2
			C	2606	3168	2736	3326	2
Information Technician II	LN35	1569	A	3110	3780	3266	3969	2
			B	3737	4543	3924	4770	2
Information Technology Specialist I	LM05	1365	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
			D	4110	4997	4316	5247	2
			E	4506	5479	4731	5753	2
Information Technology Specialist II	LM06	1369		4949	6015	5196	6316	E
Information Technology Specialist III	LM07	1370		5437	6608	5709	6938	E
Inheritance And Gift Tax Examiner III	JK62	4488		4110	4997	4316	5247	2
Institution Artist/Facilitator	FK46	5658		3327	4044	3493	4246	2
Instructional Designer (Technology), Commission On Peace Officer Standards And Training	LC65	2947		4301	5228	4516	5489	E
Instructional Systems Engineer, Commission On Peace Officer Standards And Training	LM26	2949		4110	4997	4316	5247	E
Insurance Claims Specialist	JC24	4417		5189	6307	5448	6622	E

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Insurance Examiner	JC20	4420	A	2764	3048	2902	3200	2
			B	2731	3320	2868	3486	2
			C	2731	3320	2868	3486	2
			D	2980	3621	3129	3802	2
			E	3418	4155	3589	4363	2
			F	3568	4338	3746	4555	2
			G	3568	4338	3746	4555	2
			H	3915	4759	4111	4997	2
Insurance Rate Analyst	JC40	4441	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
			D	3568	4338	3746	4555	2
Investigative Auditor Alcoholic Beverage Control	JE30	4286		4301	5228	4516	5489	E
Investigative Auditor II, Department Of Food And Agriculture	JE14	9070		3418	4155	3589	4363	2
Investigative Auditor II, Department Of Justice	JE26	4203		3418	4155	3589	4363	2
Investigative Auditor III, Department Of Food And Agriculture	JE12	9071		4110	4997	4316	5247	2
Investigative Auditor III, Department Of Justice	JE24	4215		4110	4997	4316	5247	2
Investigative Auditor IV (Specialist), Department Of Justice	JE22	4224		4301	5228	4516	5489	E
Investigative Certified Public Accountant	JE36	6612		4517	5489	4743	5763	E
Investment Officer I Retirement Systems	JV26	4656		4301	5228	4516	5489	E
Investment Officer I, State Teachers' Retirement System	JV36	7338		4301	5228	4516	5489	2
Investment Officer II Retirement Systems	JV24	4671		5189	6307	5448	6622	E
Investment Officer II, State Teachers' Retirement System	JV31	7339		5189	6307	5448	6622	E
Investment Officer III, State Teachers' Retirement System	JV17	7684		6267	7255	6580	7618	E
Job Agent	WD25	9155		3418	4155	3589	4363	2
Junior Aviation Consultant	LZ89	5554		3116	3787	3272	3976	2
Junior Property Agent	KW60	5094		2507	2904	2632	3049	2
Junior Property Appraiser	KT48	5014		2507	2904	2632	3049	2
Junior Small Business Officer	KD20	5722	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
Junior Staff Analyst (General)	JY25	5156	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
Key Accounts Specialist, California State Lottery	KB33	1787		3915	4759	4111	4997	2
Legal Analyst	JY62	5237		3418	4155	3589	4363	2
Legal Assistant	JY66	1820		3013	3663	3164	3846	2
Legislative Coordinator, Secretary Of State's Office	KF77	5152		4301	5228	4516	5489	E
Limited Examination And Appointment Program Candidate (Identified Class)	KC84	4687		0	13476	0	14150	2
Limited Examination And Appointment Program Candidate (Identified Class)	KC84	4687		0	1347.61	0	1414.99	2
Limited Examination And Appointment Program Candidate (Identified Class)	KC84	4687		0	134.74	0	141.48	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Loan Officer	JT35	7480		3915	4759	4111	4997	2
Loss Control Plan Evaluator	WF45	9311		3915	4759	4111	4997	2
Lottery Retailer Services Specialist I	KB50	7359		3915	4759	4111	4997	2
Lottery Retailer Services Specialist II	KB53	7360		4301	5228	4516	5489	2
Management Services Assistant	JY42	5256		1951	2372	2049	2491	2
Management Services Technician	JY40	5278	A	2220	2700	2331	2835	2
			B	2507	3049	2632	3201	2
Market Data Compiler	AS40	0221		2554	3104	2682	3259	2
Marketing Analyst I, California State Lottery	KB43	9067	A	2714	3300	2850	3465	2
			B	3255	3957	3418	4155	2
Marketing Analyst II, California State Lottery	KB40	9068		3915	4759	4111	4997	2
Marketing Specialist	AS30	0542	A	2736	3017	2873	3168	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Marketing Specialist, California Museum Of Science And Industry/District Agricultural Associations	FJ45	0556		4301	5228	4516	5489	2
Marketing Specialist, California State Lottery	KB30	9069		4301	5228	4516	5489	2
Meat Food Inspector	AV75	0714	A	2606	3168	2736	3326	2
			B	2968	3608	3116	3788	2
Medical Record Consultant	CW20	1863	A	4067	4944	4270	5191	2
			S	4072	4950	4276	5198	2
Medi-Cal Technician I	SY96	8028		2178	2647	2287	2779	2
Medi-Cal Technician II	SY94	8032		2452	2982	2575	3131	2
Medi-Cal Technician III (Specialist)	SY92	8036		2670	3246	2804	3408	2
Milk Production Cost Analyst I	AN95	0554	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
Milk Production Cost Analyst II	AN90	0155		3568	4338	3746	4555	2
Mineral And Land Auditor Specialist II	JE48	4134		3405	4140	3575	4347	2
Mineral And Land Auditor Specialist III	JE46	4135		4103	4986	4308	5235	2
Mineral And Land Auditor Specialist IV (Specialist)	JE42	4137		4506	5479	4731	5753	2
Mobilehome Registration Specialist	VY35	8973		3917	4761	4113	4999	2
Mortgage Insurance Representative I	KX85	7526	A	2714	3300	2850	3465	2
			B	3255	3957	3418	4155	2
Mortgage Insurance Representative II	KX86	7527		3915	4759	4111	4997	2
Mortgage Insurance Specialist	KX88	7645		4301	5228	4516	5489	2
Mortgage Investment Specialist I	JV64	5116		4301	5228	4516	5489	E
Mortgage Investment Specialist II	JV62	5062		5189	6307	5448	6622	E
Mortgage Loan Accountant	JN16	4952		2554	3104	2682	3259	2
Mortgage Loan Accounting Officer	JN14	4918		3418	4155	3589	4363	2
Motion Picture Production Analyst	MD80	5648		3915	4759	4111	4997	2
Motion Picture Specialist	MD30	5583		3915	4759	4111	4997	2
Museum Executive Assistant	FJ50	1752		3915	4759	4111	4997	2
Occupational Technician (Accounting)	JL38	5112	A	2220	2700	2331	2835	2
			B	2507	3049	2632	3201	2
Occupational Technician (General)	JY70	5111	A	2220	2700	2331	2835	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
			B	2507	3049	2632	3201	2
Operations Research Specialist II	LQ02	5259		4204	5110	4414	5366	2
Operations Research Specialist III	LQ01	5260		4840	5883	5082	6177	E
Park And Recreation Specialist	BV55	1068	A	2507	2904	2632	3049	2
			B	3110	3780	3266	3969	2
			C	3737	4543	3924	4770	2
Patient Benefit And Insurance Officer I	VM86	8662	A	3490	4242	3665	4454	2
			S	3493	4245	3668	4457	2
Patient Benefit And Insurance Officer II (Specialist)	VM83	8666		3831	4656	4023	4889	2
Payroll Auditor, Division Of Labor Standards Enforcement	CU90	1782		2421	2942	2542	3089	2
Payroll Services Specialist I	CG20	1311	A	2315	2814	2431	2955	2
			B	2664	3239	2797	3401	2
			C	2757	3351	2895	3519	2
Payroll Services Specialist II	CG10	1313		2978	3619	3127	3800	2
Pension Program Analyst	JR32	5103	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Personnel Action Specialist	JY22	5140	A	2205	2680	2315	2814	2
			B	2538	3085	2665	3239	2
			C	2626	3192	2757	3352	2
			D	2836	3447	2978	3619	2
Personnel Services Specialist I	KY45	1303	A	2315	2814	2431	2955	2
			B	2664	3239	2797	3401	2
			C	2757	3351	2895	3519	2
Personnel Services Specialist II	KY40	1743		2978	3619	3127	3800	2
Personnel Technician I	KY98	5160	A	2143	2605	2250	2735	2
			B	2507	3049	2632	3201	2
Personnel Technician II (Specialist)	KY97	5161		2903	3530	3048	3707	2
Pesticide Use Specialist	AH50	0471	A	2721	3306	2857	3471	2
			B	3258	3961	3421	4159	2
Photographer	FK30	2845		2714	3300	2850	3465	2
Physical Testing And Evaluation Specialist	LA75	4963		2714	3300	2850	3465	2
Planner	JW16	4644	A	2714	3300	2850	3465	2
			B	3255	3957	3418	4155	2
Planner I.- Energy Facility Siting	JX84	4734		3915	4759	4111	4997	2
Planner Ii-Energy Facility Siting	JX82	4756		4301	5228	4516	5489	2
Political Reform Consultant I, Fair Political Practices Commission	KB74	1805		3915	4759	4111	4997	2
Political Reform Consultant II, Fair Political Practices Commission	KB72	1816		4301	5228	4516	5489	2
Political Reform Program Senior Specialist	KA56	1824		4301	5228	4516	5489	2
Political Reform Program Specialist	KA55	1822		3915	4759	4111	4997	2
Principal Compliance Representative, Franchise Tax Board	JI90	8622		4301	5228	4516	5489	2
Processing Fruit And Vegetable Inspector I (Seasonal)	AC60	0054		12.83	14.15	13.47	14.86	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Processing Fruit And Vegetable Inspector II (Seasonal)	AC50	0052		13.96	15.38	14.66	16.15	2
Processing Fruit And Vegetable Inspector III (Seasonal)	AC45	0051		15.19	16.75	15.95	17.59	2
Processing Fruit And Vegetable Inspector IV (Permanent Intermittent)	AC65	3523		16.57	18.27	17.40	19.18	2
Products Management Specialist, Prison Industries	RA50	7113		4742	5764	4979	6052	E
Program Specialist Agricultural Chemicals	AG10	0380		4204	5110	4414	5366	2
Program Specialist I, Franchise Tax Board	JI46	4364		4517	5489	4743	5763	2
Program Specialist II, Franchise Tax Board	JI42	4365		4960	6028	5208	6329	2
Program Specialist III, Franchise Tax Board	JI41	4366		6029	6647	6330	6979	E
Program Specialist, Feed, Fertilizer And Livestock Drugs	AG80	0355		4204	5110	4414	5366	2
Program Specialist, Pest Management	AG90	0381		4296	5223	4511	5484	2
Program Systems Analyst	LM48	7736	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Programmer Apprentice	LM36	1396	A	2168	2390	2276	2510	2
			B	2344	2584	2461	2713	2
			C	2554	2816	2682	2957	2
			D	2834	3124	2976	3280	2
Programmer I	LM34	1382	A	2903	3201	3048	3361	2
			B	2993	3465	3143	3638	2
Programmer II	LM30	1383		3589	4363	3768	4581	2
Project Manager I, Little Hoover Commission	LQ08	5424	A	4301	5228	4516	5489	E
			B	4724	5741	4960	6028	E
Project Manager II, Little Hoover Commission	LQ09	5431		5189	6307	5448	6622	E
Promotional Specialist, Prison Industries	MC40	5584		3915	4759	4111	4997	2
Property Appraiser/Investigator (Office Of Real Estate Appraisers)	KS80	5457		4213	5122	4424	5378	2
Public Health Assistant I	KH22	8346		1951	2372	2049	2491	2
Public Health Assistant II	KH20	8345		2178	2647	2287	2779	2
Public Land Management Specialist I	KS64	4367	A	2903	3201	3048	3361	2
			B	2993	3465	3143	3638	2
Public Land Management Specialist II	KS63	4368		3418	4155	3589	4363	2
Public Land Management Specialist III	KS62	4369		4110	4997	4316	5247	2
Public Land Management Specialist IV	KS61	4370		4960	6028	5208	6329	2
Public Participation Specialist, Department Of Health Services	MA08	5373		3915	4759	4111	4997	2
Public Utilities Regulatory Analyst I	LT40	4592	A	2615	3179	2746	3338	2
			B	2834	3444	2976	3616	2
			C	3405	4140	3575	4347	2
Public Utilities Regulatory Analyst II	LT35	4593		4103	4986	4308	5235	2
Public Utilities Regulatory Analyst III	LT30	4611		4506	5479	4731	5753	2
Public Utilities Regulatory Analyst IV	LT25	4615		4949	6015	5196	6316	2
Public Utilities Regulatory Analyst V	LT20	4616		5437	6608	5709	6938	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Public Utility Financial Examiner II	JG26	4508		3405	4140	3575	4347	2
Public Utility Financial Examiner III	JG24	4502		4103	4986	4308	5235	2
Public Utility Financial Examiner IV	JG22	4499		4949	6015	5196	6316	2
Publications Specialist, Department Of Justice	MC05	5618		3915	4759	4111	4997	2
Purchasing Specifications Analyst	KP50	4889		4103	4986	4308	5235	2
Quality Assurance Manager, Prison Industries	QZ82	7145		4204	5110	4414	5366	2
Rail Transportation Assistant	JX68	3189	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Rail Transportation Associate	JX66	3188		4204	5110	4414	5366	2
Real Estate Examination Technician	LA55	4297	A	2143	2605	2250	2735	2
			B	2507	3049	2632	3201	2
Real Estate License Examiner I	LA50	4298		3255	3957	3418	4155	2
Real Estate License Examiner II	LA45	4299		3915	4759	4111	4997	2
Real Estate Officer	KS74	9594	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Reciprocity Officer, State Controller's Office	JK14	3291		4301	5228	4516	5489	2
Records Management Analyst I	LE48	5250		3255	3957	3418	4155	2
Records Management Analyst II (Specialist)	LE46	5265		3915	4759	4111	4997	2
Recycling Specialist I	KC74	4689	A	2921	3550	3067	3728	2
			B	3461	4207	3634	4417	2
Recycling Specialist II	KC72	4690		4121	5009	4327	5259	2
Recycling Specialist III (Technical)	KC70	4696		4507	5478	4732	5752	2
Regional Interpretative Specialist	BU81	2788		3737	4543	3924	4770	2
Registrar Of Interpretive Collections	BT20	2806		3737	4543	3924	4770	2
Registration Specialist (Agricultural Chemicals)	AG75	0113	A	2554	3104	2682	3259	2
			B	2903	3530	3048	3707	2
			C	3327	4044	3493	4246	2
Reinsurance Specialist	JC22	4416	A	4110	4997	4316	5247	2
			B	4301	5228	4516	5489	2
Rental Agent	KR75	8638		3040	3694	3192	3879	2
Research Analyst I (Demography)	LQ24	5807	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Research Analyst I (Economics)	LQ23	5791	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Research Analyst I (Geographic Information Systems)	LQ25	7416	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Research Analyst I (Social/Behavioral)	LQ22	5859	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Research Analyst I -General-	LQ20	5729	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Research Analyst II (Demography)	LQ14	5809		4110	4997	4316	5247	2
Research Analyst II (Economics)	LQ13	5792		4110	4997	4316	5247	2
Research Analyst II (Geographic Information Systems)	LQ15	7417		4110	4997	4316	5247	2
Research Analyst II -General-	LQ10	5731		4110	4997	4316	5247	2
Research Analyst II -Social/Behavioral-	LQ12	5732		4110	4997	4316	5247	2
Research Program Specialist I	LQ80	5742		4301	5228	4516	5489	2
Research Program Specialist I (Demography)	LQ83	5833		4301	5228	4516	5489	2
Research Program Specialist I (Economics)	LQ90	5830		4301	5228	4516	5489	2
Research Program Specialist I (Fire And Fuels)	LQ91	5832		4301	5228	4516	5489	2
Research Program Specialist I (Geographic Information Systems)	LQ93	7418		4301	5228	4516	5489	2
Research Program Specialist I (Health)	LQ88	5893		4301	5228	4516	5489	2
Research Program Specialist I (Market Research)	LQ92	3501		4301	5228	4516	5489	2
Research Program Specialist I (Mental Health)	LQ84	5619		4301	5228	4516	5489	2
Research Program Specialist I - Social/Behavioral-	LQ82	5756		4301	5228	4516	5489	2
Research Program Specialist II	LQ70	5758		4724	5741	4960	6028	E
Research Program Specialist II (Demography)	LQ77	5771		4724	5741	4960	6028	E
Research Program Specialist II (Economics)	LQ73	5835		4724	5741	4960	6028	E
Research Program Specialist II (Fire And Fuels)	LQ74	5836		4724	5741	4960	6028	E
Research Program Specialist II (Geographic Information Systems)	LQ79	7419		4724	5741	4960	6028	E
Research Program Specialist II (Mental Health)	LQ76	5620		4724	5741	4960	6028	E
Research Program Specialist II (Occupational Health: Pharmacology/Toxicology)	LQ75	5723		4724	5741	4960	6028	E
Research Program Specialist II (Soil Erosion)	LQ71	6001		4724	5741	4960	6028	E
Research Program Specialist II -Health-	LQ78	5764		4724	5741	4960	6028	E
Research Program Specialist II - Social/Behavioral-	LQ72	5767		4724	5741	4960	6028	E
Research Program Specialist III (Demography)	LQ67	5770		5189	6307	5448	6622	E
Research Program Specialist III (Geographic Information Systems)	LQ66	7420		5189	6307	5448	6622	E
Research Program Specialist III (Resource Economical Operations Research)	LQ61	5861		5189	6307	5448	6622	E
Research Program Specialist III (Soil Vegetation)	LQ63	6012		5189	6307	5448	6622	E
Research Program Specialist III (Transportation Economics)	LQ65	5733		5189	6307	5448	6622	E
Research Writer	MC30	5617		3915	4759	4111	4997	2
Retirement Program Specialist I	JR30	5203	A	2507	3049	2632	3201	2



Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Retirement Program Specialist II (Technical)	JR25	5188		3915	4759	4111	4997	2
Right Of Way Agent	KR59	4959	A	2764	3201	2902	3361	2
			B	3418	4155	3589	4363	2
Safety Specialist, Caltrans	IH11	9807	A	2714	3300	2850	3465	2
			B	3255	3957	3418	4155	2
			C	3915	4759	4111	4997	2
Sales Representative, Prison Industries	QZ74	7149		4403	5352	4623	5620	2
School Facilities Program Analyst I	JP18	2710	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
School Facilities Program Analyst II	JP16	4244		3915	4759	4111	4997	2
Seismic Safety Planning Specialist	JW40	4743		4724	5741	4960	6028	E
Senior Accounting Officer (Specialist)	JL22	4567		3915	4759	4111	4997	2
Senior Actuarial Assistant, Calpers	LP63	5632		4301	5228	4516	5489	E
Senior Actuarial Statistician	LP65	6079	A	4301	5228	4516	5489	2
			B	4724	5741	4960	6028	2
Senior Casualty Actuary	LP23	6085	A	6823	8294	7164	8709	E
			B	7451	9056	7824	9509	E
Senior Claim Auditor	CU20	1765		2753	3346	2891	3513	2
Senior Compliance Representative, Franchise Tax Board	JI94	8620		4110	4997	4316	5247	2
Senior Consultant, Student Loan And Grant Programs, California Student Aid Commission	JQ30	4652		5189	6307	5448	6622	E
Senior Electronic Data Processing Acquisition Specialist (Technical)	LL30	1368		4958	6026	5206	6327	E
Senior Financial Institutions Examiner	JA15	4102		4949	6015	5196	6316	2
Senior Fiscal Systems Analyst, Caltrans (Specialist)	JM17	2252		4959	6027	5207	6328	E
Senior Information Systems Analyst (Specialist)	LM82	1337		4958	6026	5206	6327	E
Senior Instructional Designer (Technology), Commission On Peace Officer Standards And Training	LC60	2948		4724	5741	4960	6028	E
Senior Instructional Systems Engineer, Commission On Peace Officer Standards	LM24	2950		4517	5489	4743	5763	E
Senior Insurance Examiner (Specialist)	JC16	4410	A	4724	5741	4960	6028	2
			B	5189	6307	5448	6622	2
			C	5189	6307	5448	6622	2
			D	5699	6927	5984	7273	2
Senior Insurance Rate Analyst	JC34	4435	A	4724	5741	4960	6028	2
			B	5189	6307	5448	6622	2
Senior Land Agent (Specialist)	KS45	4998		4842	5886	5084	6180	2
Senior Legal Analyst	JY60	5333		4110	4997	4316	5247	2
Senior Life Actuary	LP33	6086	A	6823	8294	7164	8709	E
			B	7451	9056	7824	9509	E
Senior Marketing Specialist	AR25	0212	A	3915	4759	4111	4997	2E
			S	3917	4761	4113	4999	2E

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Senior Marketing Specialist, California State Lottery	KB25	9073		4742	5764	4979	6052	2
Senior Operations Specialist, Franchise Tax Board	JY80	5346		4724	5741	4960	6028	E
Senior Pension Actuary	LP56	5461		7574	9206	7953	9666	E
Senior Pesticide Use Specialist	AH40	0472		3919	4763	4115	5001	2
Senior Photographer	FK25	2843		3110	3780	3266	3969	2
Senior Planner (Specialist)	JW10	4636		4724	5741	4960	6028	E
Senior Program Systems Analyst (Specialist)	LM40	7740		4724	5741	4960	6028	2
Senior Programmer Analyst (Specialist)	LM12	1583		4958	6026	5206	6327	E
Senior Property Appraiser	KT42	5010	A	4724	5741	4960	6028	E
			S	4726	5745	4962	6032	E
Senior Property Appraiser/Investigator (Office Of Real Estate Appraisers)	KS85	5458		4842	5885	5084	6179	2
Senior Property Auditor-Appraiser	KT72	5024		4724	5741	4960	6028	2
Senior Safety Specialist, Caltrans	IH12	9808		4517	5489	4743	5763	E
Senior Specialist Property Appraiser (Board Of Equalization)	KT54	5449		4724	5741	4960	6028	2
Senior Specialist Property Auditor Appraiser (Board Of Equalization)	KT60	5453		4724	5741	4960	6028	2
Senior Tax Compliance Representative (Specialist)	JJ64	8687		4110	4997	4316	5247	2
Senior Workers' Compensation Claims Adjuster	WH69	9326		4110	4997	4316	5247	2
Senior Workers' Compensation Compliance Officer	WO03	9339		4301	5228	4516	5489	2
Senior Workers' Compensation Insurance Representative	WH72	9328		4110	4997	4316	5247	2
Senior Workers' Compensation Payroll Auditor	WH67	9324		3770	4582	3959	4811	2
Service Assistant -Edp Operations-	LN55	1356		1922	2336	2018	2453	2
Small Business Assistant I	KD30	5719		1984	2411	2083	2532	2
Small Business Assistant II	KD25	5718		2095	2547	2200	2674	2
Space Planner	KK45	4771	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Staff Development Specialist, California Trade And Commerce Agency	KD71	6271		4517	5489	4743	5763	2
Staff Electronic Data Processing Acquisition Specialist	LL40	1361		4507	5480	4732	5754	2
Staff Fiscal Systems Analyst, Caltrans (Specialist)	JM15	2250		4517	5489	4743	5763	E
Staff Health Care Service Plan Analyst	KI74	8406		4301	5228	4516	5489	2
Staff Information Systems Analyst (Specialist)	LM86	1312		4507	5480	4732	5754	2
Staff Loan Officer (Specialist)	JT30	7481		4517	5489	4743	5763	2
Staff Loan Officer (Trade Finance)	JT20	7483		4517	5489	4743	5763	2
Staff Management Auditor (Specialist), State Controller's Office	LE25	4155		4301	5228	4516	5489	2
Staff Mental Health Specialist	KI44	8325		4301	5228	4516	5489	E
Staff Operations Specialist, Franchise Tax Board	JY82	5335		4301	5228	4516	5489	2
Staff Program Systems Analyst (Specialist)	LM44	7738		4301	5228	4516	5489	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Staff Programmer Analyst (Specialist)	LM16	1581		4507	5480	4732	5754	2
Staff Real Estate Officer	KS72	9596		4301	5228	4516	5489	2
Staff Services Analyst (General)	JY20	5157	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Staff Services Analyst, Fair Political Practices Commission	KB85	5697	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Staff Services Management Auditor	LE30	5841	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Staff Space Planner	KK20	4716		4301	5228	4516	5489	2
Staff Tax Auditor, Board Of Equalization	JH45	4282		4301	5228	4516	5489	2
State Financial Examiner Ii	JA60	4136		3418	4155	3589	4363	2
State Financial Examiner Iii	JA50	4133		4110	4997	4316	5247	2
State Historian I	BU70	2801		3110	3780	3266	3969	2
State Historian II	BU60	2800		3924	4769	4120	5007	2
State Park Interpreter Assistant (Permanent Intermittent)	BU48	2825		12.81	15.58	13.45	16.36	2
State Park Interpreter I	BU46	2826		3110	3780	3266	3969	2
State Park Interpreter II	BU44	2827		3568	4338	3746	4555	2
State Park Land Officer (Specialist)	KS21	5109		4301	5228	4516	5489	2
Statistical Methods Analyst I	LX34	5556		2731	3320	2868	3486	2
Statistical Methods Analyst II	LX32	5555		3405	4140	3575	4347	2
Statistical Methods Analyst III	LX30	5553		4103	4986	4308	5235	2
Surplus Property Officer	KQ30	4917		3568	4338	3746	4555	2
Systems Software Specialist I (Technical)	LM60	1587		4506	5479	4731	5753	2
Systems Software Specialist II (Technical)	LM55	1373		4949	6015	5196	6316	E
Systems Software Specialist III (Technical)	LM50	1367		5437	6608	5709	6938	E
Tahoe Conservancy Program Analyst I	JW84	2087		3255	3957	3418	4155	2
Tahoe Conservancy Program Analyst II	JW82	2088		3915	4759	4111	4997	2
Tax Auditor II, Employment Development Department	JJ50	4340		3418	4155	3589	4363	2
Tax Auditor III, Employment Development Department	JJ40	4339		4110	4997	4316	5247	2
Tax Auditor IV, Employment Development Department	JJ35	4341		4301	5228	4516	5489	2
Tax Auditor, Board Of Equalization	JH53	4267	A	2764	3361	2902	3529	2
			B	3418	4155	3589	4363	2
Tax Auditor, Franchise Tax Board	JI61	4362	A	2764	3361	2902	3529	2
			B	3418	4155	3589	4363	2
Tax Compliance Representative	JJ66	8695	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Tax Research Specialist I	LQ06	5023		4301	5228	4516	5489	E
Tax Research Specialist II	LQ05	5030		4724	5741	4960	6028	E
Tax Research Specialist III	LQ04	5036		5189	6307	5448	6622	E
Tax Technician, Franchise Tax Board	JI98	7505	A	2220	2700	2331	2835	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Telecommunications Systems Analyst I	LE92	5170	B	2507	3049	2632	3201	2
			A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Telecommunications Systems Analyst II	LE90	5171		3915	4759	4111	4997	2
Telecommunications Systems Manager I (Specialist)	LE86	5135		4301	5228	4516	5489	2
Television Assistant	MD40	5574		3255	3957	3418	4155	2
Television Specialist	MD35	5571		3915	4759	4111	4997	2
Test Validation And Development Specialist I	LA35	5183		3255	3957	3418	4155	2
Test Validation And Development Specialist II	LA30	5168		3915	4759	4111	4997	2
Title Specialist Iii	KV50	5039		3568	4338	3746	4555	2
Totalisator Systems Examiner	JE70	4141		4301	5228	4516	5489	E
Training Officer I	LC30	5197	A	3915	4759	4111	4997	2
			S	3917	4761	4113	4999	2
Translator	MC85	5624		2714	3300	2850	3465	2
Transportation Analyst	JG40	4513	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Transportation Analyst, Department Of General Services	JG75	4465		3255	3957	3418	4155	2
Transportation Planner	JX77	4768	A	2764	3048	2902	3200	2
			B	2851	3300	2994	3465	2
			C	3418	4155	3589	4363	2
Transportation Rate Specialist, Department Of General Services	JG78	4464	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
Veterans Claims Representative I	XU62	9973	A	2507	2904	2632	3049	2
			B	2714	3300	2850	3465	2
Veterans Claims Representative II	XU60	9967		3405	4140	3575	4347	2
Veterans Educational Representative	XU70	9970		3405	4140	3575	4347	2
Victim Compensation Specialist	WF70	9247	A	2536	3082	2663	3236	2
			B	2867	3486	3010	3660	2
			C	3118	3790	3274	3980	2
Vocational Resource Specialist	WD40	9150		3255	3957	3418	4155	2
Welfare Fraud Prevention Coordinator	JP50	4228		4301	5228	4516	5489	E
Workers Compensation Assistant	WF40	9491	A	2507	3049	2632	3201	2
			B	2714	3300	2850	3465	2
			C	3255	3957	3418	4155	2
Workers' Compensation Claims Adjuster	WH68	9325	A	2764	3048	2902	3200	2
			B	2851	3465	2994	3638	2
			C	3770	4582	3959	4811	2
Workers' Compensation Compliance Officer	WO04	9338		4110	4997	4316	5247	2
Workers' Compensation Consultant	WF35	9210		3737	4543	3924	4770	2
Workers' Compensation Insurance Representative	WH71	9327	A	2764	3048	2902	3200	2
			B	2851	3465	2994	3638	2
			C	3770	4582	3959	4811	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Workers' Compensation Insurance Technician	WH80	9336	A	2286	2778	2400	2917	2
			B	2657	3230	2790	3392	2
Workers' Compensation Payroll Auditor	WH66	9323	A	2764	3048	2902	3200	2
			B	2993	3639	3143	3821	2
Workers' Compensation Rehabilitation Consultant	WO07	9514		3915	4759	4111	4997	2

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## **UNIT 1 – APPENDIX B**

### **B1 SIDE LETTER #10: DEA Range C Pilot Project, dated November 28, 2000**

The Department of Social Services, Disability and Adult Programs Division (DAPD), Disability Evaluation Analyst Range C Pilot Project shall remain in effect for the term of its agreement.

### **B2 SIDE LETTER #11: Joint Labor Management IT Training Committee, Signed April 24, 2001**

The Information Technology Training Committee will consist of six (6) members, three management members selected by DPA and three Union members selected by the Union. The purpose of the Committee is to review training programs for Information Technology classifications, (e.g., entry-level, career development and project management). Training will encompass both internal/external department-specific and outside vendor sources.

The Committee will research all available sources for Information Technology training, review the program for appropriate usage and make recommendations to State departments for their use.

The Committee will meet every two months for one year, upon adoption of the revised MQs of all Information Technology classifications. Members of the Committee will be granted state release time for all Committee meetings. The Committee will discuss the option to extend the Committee by mutual agreement.

### **B3 SIDE LETTER #12: Review of IT Classifications, Signed April 24, 2001**

One year after the State Personnel Board establishes the list for a single classification, the parties agree to renegotiate the minimum qualifications of these classifications.

The parties agree to negotiate on the changes to these specifications and impact, including compensation, for these classifications:

- A. If the parties reach an agreement, the classification proposal agreement shall be submitted to the State Personnel Board for placement on the non-hearing calendar; and
- B. If the parties do not reach an agreement within a reasonable time, the parties shall go to mediation in accordance with the Ralph C. Dills Act.

### **B4 SIDE LETTER #13: Information Technology Reclassification Proposal**

On or about January 17, 2001, the Department of Personnel Administration suspended negotiations with the Union on DPA's Information Technology Reclassification Proposal with the intent to modify the proposal and resubmit it to the Union at a later time. At such time as DPA does resubmit the Proposal, negotiations between the parties will continue under the provisions of the Article 14.1 Pilot Project as stated in the 1999 – 2001 MOU.

### **B5 SIDE LETTER #14: Employment Development Department (EDD) Tax Tools October 19, 2000**

The EDD FACD Audit Program STA Tools Package agreement of October 19, 2000 shall remain in effect.

## **B6 SIDE LETTER #15: Employment Development Department (EDD) Quality Assurance Review (QAR)**

The EDD Quality Assurance Review (QAR) agreement of February 28, 2001 shall remain in effect.

## **B7 SIDE LETTER #16: EDD P.I. Conversion and Ratio**

Effective September 1, 2001, EDD agrees to the following:

1. EDD agrees to a one-time conversion of Permanent Intermittent (PI) Employment Program Representatives (EPR) to full-time for a total of 280 conversions. Employees who are eligible to be converted during the period of September 1, 2001 through December 31, 2001, will be converted subject to the following:
  - A. Of the 280 conversions identified in paragraph 1, EDD agrees to offer a one-time conversion of up to 200 EPR Permanent Intermittents in the UI Divisions (Adjudication Centers/Claim Processing Centers [i.e., Call Centers]). The conversion of the EPR PIs shall be by total State service seniority. In the event the most senior eligible EPR PI does not accept the conversion, the next highest senior eligible EPR PI will be offered the conversion, and so on up to the cap of 200 PIs with the highest statewide seniority who wish to be converted to a full-time base. Only EPR Permanent Intermittents who were assigned to the UI Divisions (Adjudication Centers/Claim Processing Centers) as of August 31, 2001, will be eligible for these conversions. In the event the number of PIs interested in being converted to full-time falls below the cap of 200 conversions, EDD will fill the remaining positions consistent with the EDD Post and Bid Agreement.
  - B. Of the 280 conversions identified in paragraph 1, EDD agrees to offer a one-time conversion of up to 80 EPR PIs in the Job Service Field Division under the following process:
    1. The EDD will identify the Job Service Offices within each Attendance Reporting Units (ARU) that can support additional full-time staff. The EDD will develop and provide a listing to the Union of positions available for conversion.
    2. EDD will develop a form for use by the Job Service EPR Permanent Intermittents to apply for the positions identified for conversion.
    3. By August 1, 2001, EDD will notify all Job Service EPR Permanent Intermittents of the following: The ARU where the position(s) exists; the office location; language requirements, if applicable; the final filing date by which applications must be received by EDD; and the single point of contact where the application is to be submitted. Only Job Service EPR Permanent Intermittents, who were assigned to the Job Service Field Division as of August 31, 2001, will be eligible for these conversions.
    4. Job Service EPR Permanent Intermittents may apply for as many available positions as they choose from the list of positions developed. Applicants must submit the application for these positions utilizing the form referenced in paragraph C2.
    5. EDD will review all applications received from the Job Service EPR Permanent Intermittents and determine the most senior eligible application for conversion at the specified location. The most senior applicant will be offered the position and have five business days to accept or reject the offer. In the event the most senior eligible applicant does not accept the position, the next highest senior eligible applicant will be offered the position, and so on.
    6. In the event the number of PIs interested in being converted to full-time falls below the cap of 80 conversions, EDD will fill the remaining positions consistent with the EDD Post and Bid Agreement.
2. The ratio over a fiscal year of Employment Program Representatives (EPR)/Disability Insurance Program Representative (DIPR) permanent intermittent employees to permanent full-time employees within the Employment Development Department shall be as follows:
  - A. No more than 20% of EPRs in the Job Service Field Division will be Permanent Intermittent.
  - B. No more than 15% of DIPRs in the DI Branch will be Permanent Intermittent.
  - C. No more than 10% of EPRs in the Unemployment Insurance Division Adjudication Center, including the Special Claims Office, will be Permanent Intermittent.
  - D. No more than 35% of the EPRs in the Unemployment Insurance Claims Processing Division, which includes the UI Call Centers and Authorization Centers will be Permanent Intermittent.
3. In the event of a significant economic change which results in a change in workload or a reduction in available resources, EDD will notice the Union of this change so that the parties may meet and confer on the impact.
4. General Provisions:

- A. Total State service seniority shall be determined by use of a current seniority list computed by the State Controller's Office with information current as of July 1, 2001.
  - B. All employees being converted under this Agreement must be eligible for conversion through meeting the requirements of SPB Rule 277.
  - C. Employees applying for positions being converted under this Agreement shall not be required to interview for the position.
  - D. Employees must meet all requirements for the position including but not limited to language fluency.
- Employees being converted under this Agreement waive any rights to claim moving and relocation expenses.
- F. The conversion process will be completed by December 31, 2001.

**B8 SIDE LETTER #17: Joint Labor Management Call Center Committee, Signed February 21, 2001**

A Joint Labor Management Call Center Committee shall be established to create standards for universal call center issues. Existing Call Centers and those DPA knows of and that are in the planning stages, would continue.

The Committee shall submit a joint recommendation to the Department of Personnel Administration within six months from the date of ratification of the contract.

**B9 SIDE LETTER #18: Fraud Prevention Specialist Classification Agreement of February 22, 2001**

The Agreement reached between the Department of Personnel Administration and the Union on February 22, 2001 regarding the Fraud Prevention Specialist classification, Department of Health Services, shall remain in full force and effect.

1. HPA IIIs who work(ed) in the Bureau from January 3 to May 3, 2001 shall receive out-of-class pay as an FPS (120 days) for that period. The parties acknowledge that the Union can file an out-of-class grievance for pay for HPA IIIs who continue to work out-of-class after that time.
2. HPA IVs who work or have worked in the Bureau and who enter the FPS classification shall have their probationary status and time carried over as an FPS. DPA has agreed to request SPB to determine whether time HPA IIIs working out-of-class as an FPS can be used as a probation carry-over. If so, DPA has agreed to grant the same for HPA IIIs. If not, the Union and DPA can meet again on this issue.
3. DHS has agreed that Bureau management shall make its best efforts to insure that Bureau employees working as FPSs receive appropriate training to prepare them to take the examination for the Certified Fraud Examiner certificate.
4. As an SPB Board item, the following shall be deleted from the FPS series specifications: Page 6: In the paragraph entitled Additional Desirable Qualifications – the entire paragraph; In Additional Special Requirements – “must be able to qualify for a fidelity bond and”
5. As an SPB Board item and to avoid confusion with rank-and-file classification titles, the titles of Senior Fraud Prevention Specialist and Supervising Fraud Prevention Specialist in the FPS series will be changed to Supervising Fraud Prevention Specialist I & II, respectively.
6. The parties will request SPB to withdraw its hold on the FPS series passed on its January 3, 2001 calendar.

**B10 SIDE LETTER #19: Extended Travel, Department of Insurance**

The Union and the Department of Insurance agree that, as an incentive for Unit 1 employees required to travel for extended periods, the State shall pay short-term per diem for long-term travel.

**B11 SIDE LETTER #20: Board of Equalization – Office Moves, March 8, 2000**

The Agreement between the Board of Equalization and the Union dated March 8, 2000, regarding Southern California office relocations of the Investigations Division remains in full force and effect.

**B12 SIDE LETTER #21: State Fund Moves**

To the Glendale Office, effective date March 1, 2000:



The Agreement between State Fund and the Union with the effective date of March 1, 2000, regarding the office relocations to the Glendale office remains in full force and effect.

From Costa Mesa to Santa Ana, dated 11/15/00:

The agreement between State Fund and the Union dated November 15, 2000, regarding the office relocation of the Costa Mesa office to the Santa Ana office remains in full force and effect.

**B13 SIDE LETTER #22: Side Letters**

Side letters negotiated, pursuant to Article 22.1, during the term of the 1999-2001 Agreement, expire July 2, 2001, unless specifically noted herein and are incorporated by reference.

Side letters negotiated, pursuant to Article 22.1, during the life of this Agreement, shall be incorporated by reference into the Agreement, unless specifically terminated by date.

**B14 SIDE LETTER #23: The Public Employees' Retirement System (CalPERS) Telework Program Agreement Dated February 2, 2000**

The Public Employees' Retirement System (CalPERS) Telework Program agreement dated February 2, 2000 shall remain in effect.

**B15 SIDE LETTER #24: California Environmental Protection Agency (CalEPA) Agreement dated October, 2000**

The October 2000 agreement between the State and the Union regarding the California Environmental Protection Agency headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

UNIT 3- APPENDIX C

03 - PROFESSIONAL EDUCATORS AND LIBRARIANS

Schem Code	Class Code	Classification Title	Alt Rng	January 1, 2002 Salaries		July 1, 2003 Increase		Work Week Grp
				Minimum Salary	Maximum Salary	Minimum Salary	Maximum Salary	
EA22	2283	READING SPECIALIST, REMEDIAL AND DEVELOPMENT EDUCATION PROGRAMS, YOUTH AUTHORITY	A	\$5,073.00				SE
			F	\$4,227.50	\$6,471.00	\$5,327.00	\$6,795.00	
			T	\$3,804.75	\$5,392.50	\$4,364.17	\$5,662.50	
			1	\$4,660.25	\$4,853.25	\$3,995.25	\$5,096.25	
FF30	2734	RESOURCE SPECIALIST, SPECIAL EDUCATION	A	\$4,409.00	\$5,626.00	\$4,629.00	\$5,907.00	SE
			F	\$3,674.17	\$4,688.33	\$3,857.50	\$4,922.50	
			T	\$3,306.75	\$4,219.50	\$3,471.75	\$4,430.25	
			1	\$4,041.58	\$5,157.17	\$4,543.25	\$5,414.75	
FF35	2727	LANGUAGE, SPEECH AND HEARING SPECIALIST	A	\$4,409.00	\$5,626.00	\$4,629.00	\$5,907.00	SE
			F	\$3,674.17	\$4,688.33	\$3,857.50	\$4,922.50	
			T	\$3,306.75	\$4,219.50	\$3,471.75	\$4,430.25	
			1	\$4,041.58	\$5,157.17	\$4,243.25	\$5,414.75	
XM50	9854	SCHOOL PSYCHOLOGIST	A	\$4,409.00	\$5,626.00	\$4,629.00	\$5,907.00	SE
			F	\$3,674.17	\$4,688.33	\$3,857.50	\$4,922.50	
			T	\$3,306.75	\$4,219.50	\$3,471.75	\$4,430.25	
			1	\$4,041.58	\$5,157.17	\$4,243.25	\$5,414.75	
FM44	7546	SENIOR LIBRARIAN (SPECIALIST) (RESIDENTIAL CARE CENTERS)	A	\$3,762.00	\$4,799.00	\$3,950.00	\$5,039.00	SE
			F	\$3,135.00	\$3,999.17	\$3,291.67	\$4,199.67	
			T	\$2,821.50	\$3,599.25	\$2,962.50	\$3,779.25	
			1	\$3,448.50	\$4,399.08	\$3,620.83	\$4,619.08	
FM56	7548	LIBRARIAN (RESIDENTIAL CARE CENTERS)	A	\$3,425.00	\$4,371.00	\$3,596.00	\$4,590.00	SE
			F	\$2,854.17	\$3,642.50	\$2,996.67	\$3,825.00	
			T	\$3,122.25	\$3,278.25	\$2,697.00	\$3,442.50	
			1	\$3,816.08	\$4,006.75	\$3,296.33	\$4,207.50	
FM45	2945	SENIOR LIBRARIAN -CORRECTIONAL FACILITY-	A	\$3,762.00	\$4,799.00	\$3,950.00	\$5,039.00	SE
			F	\$3,135.00	\$3,999.17	\$3,291.67	\$4,199.67	
			T	\$2,821.50	\$3,599.25	\$2,962.50	\$3,779.25	
			1	\$3,448.50	\$4,399.08	\$3,620.83	\$4,619.08	
FM55	2952	LIBRARIAN -CORRECTIONAL FACILITY-	A	\$3,425.00	\$4,371.00	\$3,596.00	\$4,590.00	SE
			F	\$2,854.17	\$3,642.50	\$2,996.67	\$3,825.00	
			T	\$2,568.75	\$3,278.25	\$2,697.00	\$3,442.50	
			1	\$3,139.58	\$4,006.75	\$3,296.33	\$4,207.50	
EC70	3082	SUBSTITUTE ACADEMIC TEACHER (CORRECTIONAL FACILITY)	A	\$3,490.00	\$4,454.00	\$3,665.00	\$4,677.00	SE
			F	\$2,908.33	\$3,711.67	\$3,054.17	\$3,897.50	
			T	\$2,617.50	\$3,340.50	\$2,748.75	\$3,507.75	
			1	\$3,199.17	\$4,082.83	\$3,359.58	\$4,287.25	
NE05	9149	SUBSTITUTE TEACHER, SCHOOL FOR THE BLIND	A	\$113.08	\$118.73	\$118.73	\$124.67	SE
			B	\$75.38	\$79.15	\$79.16	\$83.12	

Schem Code	Class Code	Classification Title	Alt Rng	January 1, 2002 Salaries		July 1, 2003 Increase		Work Week
				Minimum Salary	Maximum Salary	Minimum Salary	Maximum Salary	
NE05	9151	TEACHER, SCHOOL FOR THE BLIND	A	\$2,838.00	\$4,852.00	\$2,979.00	\$5,095.00	SE
			A	\$185.06	\$316.45	\$194.31	\$332.27	
			B	\$123.33	\$210.96	\$129.55	\$221.52	
NE05	9153	TEACHER SPECIALIST, SCHOOL FOR THE BLIND	A	\$4,267.00	\$5,443.00	\$4,475.00	\$5,715.00	SE
			A	\$263.94	\$336.67	\$276.82	\$353.50	
			B	\$175.93	\$224.45	\$184.56	\$235.68	
NE10	9178	SUBSTITUTE TEACHER, SCHOOL FOR THE DEAF	A	\$113.08	\$118.73	\$118.73	\$124.67	SE
			B	\$75.38	\$79.15	\$79.16	\$83.12	
NE10	9180	TEACHER, SCHOOL FOR THE DEAF	A	\$2,838.00	\$4,852.00	\$2,979.00	\$5,095.00	SE
			A	\$185.06	\$316.45	\$194.31	\$332.27	
			B	\$123.33	\$210.96	\$129.55	\$221.52	
NE10	9191	TEACHER SPECIALIST, SCHOOL FOR THE DEAF	A	\$4,267.00	\$5,443.00	\$4,475.00	\$5,715.00	SE
			A	\$263.94	\$336.67	\$276.82	\$353.50	
			B	\$175.93	\$224.45	\$184.56	\$235.68	
NE15	9200	TEACHER SPECIALIST, DIAGNOSTIC CENTER		\$4,602.00	\$5,872.00	\$4,832.00	\$6,165.00	SE
				\$264.25	\$337.12	\$277.46	\$353.98	

Salary ranges A-F, J-P, T-Y and 1-6 as shown below are the same for all Teacher, Vocational Instructor and Instructor classifications in BU 3. Ranges A-F are for full-time positions, Ranges J-P are for 10/12 positions, Ranges T-Y are for 9/12 positions and Ranges 1-6 are for 11/12 positions. Following the salary range data is a complete listing of all BU 3 classifications to which these ranges apply.

Alt Rng	January 1, 2002 Salaries		July 1, 2003 Increase		Alt Rng	January 1, 2002 Salaries		July 1, 2003 Increase	
	Minimum Salary	Maximum Salary	Minimum Salary	Maximum Salary		Minimum Salary	Maximum Salary	Minimum Salary	Maximum Salary
A	\$3,337.00	\$4,054.00	\$3,504.00	\$4,257.00	T	\$2,502.75	\$3,040.50	\$2,628.00	\$3,192.75
B	\$3,490.00	\$4,242.00	\$3,665.00	\$4,454.00	U	\$2,617.50	\$3,181.50	\$2,748.75	\$3,340.50
C	\$3,658.00	\$4,444.00	\$3,841.00	\$4,666.00	V	\$2,743.50	\$3,333.00	\$2,880.75	\$3,499.50
D	\$3,830.00	\$4,655.00	\$4,022.00	\$4,888.00	W	\$2,872.50	\$3,491.25	\$3,016.50	\$3,666.00
E	\$4,012.00	\$4,872.00	\$4,213.00	\$5,116.00	X	\$3,009.00	\$3,654.00	\$3,159.75	\$3,837.00
F	\$4,205.00	\$5,363.00	\$4,415.00	\$5,631.00	Y	\$3,153.75	\$4,022.25	\$3,311.25	\$4,223.25
J	\$2,780.83	\$3,378.33	\$2,920.00	\$3,547.50	1	\$3,058.92	\$3,716.17	\$3,212.00	\$3,902.25
K	\$2,908.33	\$3,535.00	\$3,054.17	\$3,711.67	2	\$3,199.17	\$3,888.50	\$3,359.58	\$4,082.83
L	\$3,048.33	\$3,703.33	\$3,200.83	\$3,888.33	3	\$3,353.17	\$4,073.67	\$3,520.92	\$4,277.17
M	\$3,191.67	\$3,879.17	\$3,351.67	\$4,073.33	4	\$3,510.83	\$4,267.08	\$3,686.83	\$4,480.67
N	\$3,343.33	\$4,060.00	\$3,510.83	\$4,263.33	5	\$3,677.67	\$4,466.00	\$3,861.92	\$4,689.67
P	\$3,504.17	\$4,469.17	\$3,679.17	\$4,692.50	6	\$3,854.58	\$4,916.08	\$4,047.08	\$5,161.75

Schem Code	Class Code	Classification Title	Work Week Grp
EJ50	2840	INSTRUCTOR, MILITARY DEPARTMENT	SE
EB10	3075	TEACHER (ENGLISH LANGUAGE DEVELOPMENT) (CORRECTIONAL FACILITY)	SE
EB22	2284	TEACHER (HIGH SCHOOL-ARTS AND CRAFTS) (CORRECTIONAL FACILITY)	SE
EB25	2317	TEACHER, STATE HOSPITAL (ARTS AND CRAFTS)	SE
EB30	2340	TEACHER -BUSINESS EDUCATION-	SE
EB32	2285	TEACHER (HIGH SCHOOL-BUSINESS EDUCATION) (CORRECTIONAL FACILITY)	SE
EB33	3074	TEACHER (HIGH SCHOOL-ENGLISH/LANGUAGE ARTS) (CORRECTIONAL FACILITY)	SE
EB35	3076	TEACHER (HIGH SCHOOL-FOREIGN LANGUAGE) (CORRECTIONAL FACILITY)	SE
EB37	3077	TEACHER (HIGH SCHOOL-MATHEMATICS) (CORRECTIONAL FACILITY)	SE
EB39	3078	TEACHER (HIGH SCHOOL-SCIENCE) (CORRECTIONAL FACILITY)	SE
EB41	3079	TEACHER (HIGH SCHOOL-SOCIAL SCIENCE) (CORRECTIONAL FACILITY)	SE
EB42	2287	TEACHER (ELEMENTARY-MULTIPLE SUBJECTS) (CORRECTIONAL FACILITY)	SE
EB45	2319	TEACHER, STATE HOSPITAL (ELEMENTARY EDUCATION)	SE
EB48	2325	TEACHER, STATE HOSPITAL (HIGH SCHOOL EDUCATION)	SE
EB50	2312	TEACHER -HIGH SCHOOL EDUCATION-	SE
EB51	2290	TEACHER (HIGH SCHOOL-GENERAL EDUCATION) (CORRECTIONAL FACILITY)	SE
EB52	2330	TEACHER, STATE HOSPITAL (HOME ECONOMICS)	SE
EB60	2376	TEACHER -HOME ECONOMICS-	SE
EB62	2291	TEACHER (HIGH SCHOOL-HOME ECONOMICS) (CORRECTIONAL FACILITY)	SE
EB63	2859	TEACHER (HIGH SCHOOL-INDUSTRIAL ARTS) (CORRECTIONAL FACILITY)	SE
EB67	2298	TEACHER -LIBRARIAN- -CORRECTIONAL FACILITY-	SE
EB70	2496	TEACHER -RECREATION AND PHYSICAL EDUCATION-	SE
EB72	2295	TEACHER (HIGH SCHOOL-PHYSICAL EDUCATION) (CORRECTIONAL FACILITY)	SE
EB73	3073	TEACHER (ADAPTIVE PHYSICAL EDUCATION) (CORRECTIONAL FACILITY)	SE
EB75	2333	TEACHER, STATE HOSPITAL (RECREATION AND PHYSICAL EDUCATION)	SE
EB82	2294	TEACHER (HIGH SCHOOL-MUSIC) (CORRECTIONAL FACILITY)	SE
EB85	2331	TEACHER, STATE HOSPITAL (MUSIC)	SE
EB90	2318	TEACHER -SPEECH DEVELOPMENT AND CORRECTION-	SE
EB91	2371	TEACHER (SPEECH DEVELOPMENT AND CORRECTION)(CORRECTIONAL FACILITY)	SE
EB93	2334	TEACHER, STATE HOSPITAL (SPEECH DEVELOPMENT AND CORRECTION)	SE
EB97	2336	TEACHER, STATE HOSPITAL (PHYSICALLY HANDICAPPED)	SE
EC10	2326	TEACHER -MENTALLY RETARDED DEAF CHILDREN-	SE
EC12	2373	TEACHER (HEARING IMPAIRED) (CORRECTIONAL FACILITY)	SE
EC15	2337	TEACHER, STATE HOSPITAL (COMMUNICATION HANDICAPPED)	SE
EC20	2338	TEACHER -MENTALLY RETARDED CHILDREN-	SE
EC25	2316	TEACHER, DEPARTMENT OF HEALTH -MENTALLY RETARDED CHILDREN-	SE
EC27	2272	TEACHER, STATE HOSPITALS (SEVERLY HANDICAPPED, DEVELOPMENTALLY DISABLED)	SE
EC28	2273	TEACHER, STATE HOSPITALS (LEARNING HANDICAPPED, MENTALLY DISABLED)	SE
EC29	2274	TEACHER, STATE HOSPITALS (SEVERELY HANDICAPPED, MENTALLY)	SE
EC30	2335	TEACHER -EMOTIONALLY HANDICAPPED-	SE
EC31	2277	TEACHER, STATE HOSPITALS (SEVERELY HANDICAPPED-DEVELOPMENTALLY DISABLED-SAFETY)	SE
EC32	2288	TEACHER (EMOTIONALLY/LEARNING HANDICAPPED) (CORRECTIONAL FACILITY)	SE
EC36	2275	TEACHER, STATE HOSPITAL (ADULT EDUCATION)	SE
EC40	2329	TEACHER ORIENTATION AND MOBILITY FOR THE BLIND	SE

Schem Code	Class Code	Classification Title	Work Week Grp
EC50	2328	TEACHER ORIENTATION CENTER FOR THE BLIND -TYPING AND BRAILLE-	SE
EC59	2271	TEACHER, STATE HOSPITALS (LEARNING HANDICAPPED, DEVELOPMENTALLY DISABLED)	SE
ED27	2423	VOCATIONAL INSTRUCTOR -DOG GROOMING AND HANDLING- -CORRECTIONAL FACILITY-	SE
ED42	2387	VOCATIONAL INSTRUCTOR -AIRFRAME MECHANICS- -CORRECTIONAL FACILITY-	SE
ED46	2853	VOCATIONAL INSTRUCTOR (ANIMAL HUSBANDRY) (CORRECTIONAL FACILITY	SE
ED50	2383	VOCATIONAL INSTRUCTOR -AUTO BODY AND FENDER REPAIR-	SE
ED52	2396	VOCATIONAL INSTRUCTOR -AUTO BODY AND FENDER REPAIR- -CORRECTIONAL FACILITY-	SE
ED62	2398	VOCATIONAL INSTRUCTOR -AUTO MECHANICS- -CORRECTIONAL FACILITY-	SE
ED72	2399	VOCATIONAL INSTRUCTOR -BAKING- -CORRECTIONAL FACILITY-	SE
ED73	7582	VOCATIONAL INSTRUCTOR (BAKING)	SE
ED77	2441	VOCATIONAL INSTRUCTOR (BARBERSHOP PRACTICES) (CORRECTIONAL FACILITY)	SE
ED78	7583	VOCATIONAL INSTRUCTOR (BARBERSHOP PRACTICES)	SE
ED79	2874	VOCATIONAL INSTRUCTOR (BOOK BINDERS) (CORRECTIONAL FACILITY)	SE
ED82	2854	VOCATIONAL INSTRUCTOR (BUILDING MAINTENANCE) (CORRECTIONAL FACILITY)	SE
ED83	7584	VOCATIONAL INSTRUCTOR (BUILDING MAINTENANCE)	SE
ED92	2417	VOCATIONAL INSTRUCTOR -CARPENTRY- -CORRECTIONAL FACILITY-	SE
ED93	7585	VOCATIONAL INSTRUCTOR (CARPENTRY)	SE
ED94	7593	VOCATIONAL INSTRUCTOR (CARPENTRY-SAFETY)	SE
EF03	7586	VOCATIONAL INSTRUCTOR (COMPUTER AND RELATED TECHNOLOGIES)	SE
EF12	2420	VOCATIONAL INSTRUCTOR -COSMETOLOGY- -CORRECTIONAL FACILITY-	SE
EF22	2422	VOCATIONAL INSTRUCTOR -CULINARY ARTS- -CORRECTIONAL FACILITY-	SE
EF23	7587	VOCATIONAL INSTRUCTOR (CULINARY ARTS)	SE
EF30	2869	VOCATIONAL INSTRUCTOR (DENTAL TECHNOLOGY) (CORRECTIONAL FACILITY)	SE
EF32	2856	VOCATIONAL INSTRUCTOR (DIESEL MECHANIC) (CORRECTIONAL FACILITY)	SE
EF42	2425	VOCATIONAL INSTRUCTOR -DRY CLEANING WORK- -CORRECTIONAL FACILITY-	SE
EF47	2857	VOCATIONAL INSTRUCTOR (DRYWALL INSTALLER/TAPER) (CORRECTIONAL FACILITY)	SE
EF52	2426	VOCATIONAL INSTRUCTOR -ELECTRICAL WORK- -CORRECTIONAL FACILITY-	SE
EF62	2428	VOCATIONAL INSTRUCTOR -ELECTRONICS- -CORRECTIONAL FACILITY-	SE
EF64	2688	VOCATIONAL INSTRUCTOR -EYEWEAR MANUFACTURING- -CORRECTIONAL FACILITY-	SE
EF72	2858	VOCATIONAL INSTRUCTOR (FLOOR COVER LAYER) (CORRECTIONAL FACILITY)	SE
EF74	2877	VOCATIONAL INSTRUCTOR (FURNITURE REFINISHING) (CORRECTIONAL FACILITY)	SE
EF80	2397	VOCATIONAL INSTRUCTOR (GARMENT MAKING)	SE
EF82	2432	VOCATIONAL INSTRUCTOR -GARMENT MAKING- -CORRECTIONAL FACILITY-	SE
EG12	2433	VOCATIONAL INSTRUCTOR -HEAVY EQUIPMENT REPAIR- -CORRECTIONAL FACILITY-	SE
EG14	2846	VOCATIONAL INSTRUCTOR (HORSE TRAINER) (CORRECTIONAL FACILITY)	SE
EG22	2597	VOCATIONAL INSTRUCTOR -HOUSEHOLD APPLIANCE REPAIR- -CORRECTIONAL FACILITY-	SE
EG23	7588	VOCATIONAL INSTRUCTOR (HOUSEHOLD APPLIANCE REPAIR)	SE
EG30	2372	VOCATIONAL INSTRUCTOR -INDUSTRIAL ARTS-	SE
EG31	2377	VOCATIONAL INSTRUCTOR-INDUSTRIAL ARTS-DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES	SE

Schem Code	Class Code	Classification Title	Work Week Grp
EG32	2598	VOCATIONAL INSTRUCTOR -INDUSTRIAL ARTS- -CORRECTIONAL FACILITY-	SE
EG42	2599	VOCATIONAL INSTRUCTOR -INSTRUMENT REPAIR- -CORRECTIONAL FACILITY-	SE
EG52	2600	VOCATIONAL INSTRUCTOR -JANITORIAL SERVICE- -CORRECTIONAL FACILITY-	SE
EG53	7589	VOCATIONAL INSTRUCTOR (JANITORIAL SERVICE)	SE
EG60	2435	VOCATIONAL INSTRUCTOR -LANDSCAPE GARDENING-	SE
EG61	2436	VOCATIONAL INSTRUCTOR (LANDSCAPE GARDENING-SAFETY)	SE
EG62	2601	VOCATIONAL INSTRUCTOR -LANDSCAPE GARDENING- -CORRECTIONAL FACILITY-	SE
EG82	2614	VOCATIONAL INSTRUCTOR -MACHINE SHOP PRACTICES- -CORRECTIONAL FACILITY-	SE
EG85	2878	VOCATIONAL INSTRUCTOR (MACHINE SHOP-AUTOMOTIVE) (CORRECTIONAL FACILITY)	SE
EG92	2615	VOCATIONAL INSTRUCTOR -MASONRY- -CORRECTIONAL FACILITY-	SE
EH12	2619	VOCATIONAL INSTRUCTOR -MEAT CUTTING- -CORRECTIONAL FACILITY-	SE
EH22	2627	VOCATIONAL INSTRUCTOR -MECHANICAL DRAWING- -CORRECTIONAL FACILITY-	SE
EH32	2620	VOCATIONAL INSTRUCTOR -MILL AND CABINET WORK- -CORRECTIONAL FACILITY-	SE
EH33	7590	VOCATIONAL INSTRUCTOR (MILL AND CABINET WORK)	SE
EH47	2849	VOCATIONAL INSTRUCTOR (OFFICE SERVICES AND RELATED TECHNOLOGIES) (CORRECTIONAL FACILITY)	SE
EH52	2644	VOCATIONAL INSTRUCTOR -PAINTING- -CORRECTIONAL FACILITY-	SE
EH53	7591	VOCATIONAL INSTRUCTOR (PAINTING)	SE
EH72	2661	VOCATIONAL INSTRUCTOR -PLUMBING- -CORRECTIONAL FACILITY-	SE
EH83	2852	VOCATIONAL INSTRUCTOR (PRINTING GRAPHIC ARTS) (CORRECTIONAL FACILITY)	SE
EH84	7592	VOCATIONAL INSTRUCTOR (PRINTING/GRAPHIC ARTS)	SE
EH87	2667	VOCATIONAL INSTRUCTOR -RADIOLOGIC TECHNOLOGY- -CORRECTIONAL FACILITY-	SE
EH92	2668	VOCATIONAL INSTRUCTOR -REFRIGERATION AND AIR CONDITIONING REPAIR- -CORRECTIONAL FACILITY-	SE
EI02	2850	VOCATIONAL INSTRUCTOR (ROOFER) (CORRECTIONAL FACILITY)	SE
EI12	2669	VOCATIONAL INSTRUCTOR -SEWING MACHINE REPAIR- -CORRECTIONAL FACILITY-	SE
EI22	2670	VOCATIONAL INSTRUCTOR -SHEET METAL WORK- -CORRECTIONAL FACILITY-	SE
EI32	2671	VOCATIONAL INSTRUCTOR -SHOEMAKING- -CORRECTIONAL FACILITY-	SE
EI42	2672	VOCATIONAL INSTRUCTOR -SILK SCREEN PROCESSES- -CORRECTIONAL FACILITY-	SE
EI47	2851	VOCATIONAL INSTRUCTOR (SMALL ENGINE REPAIR) (CORRECTIONAL FACILITY)	SE
EI50	2374	VOCATIONAL INSTRUCTOR (STOCKKEEPING AND WAREHOUSING)	SE
EI52	2673	VOCATIONAL INSTRUCTOR -STOCKKEEPING AND WAREHOUSING- -CORRECTIONAL FACILITY-	SE
EI62	5415	VOCATIONAL INSTRUCTOR (TELEMARKETING/CUSTOMER SERVICE) (CORRECTIONAL FACILITY)	SE
EI72	2674	VOCATIONAL INSTRUCTOR (OFFICE MACHINE REPAIR) (CORRECTIONAL FACILITY)	SE
EI80	2406	VOCATIONAL INSTRUCTOR -UPHOLSTERING-	SE
EI81	2407	VOCATIONAL INSTRUCTOR (UPHOLSTERING-SAFETY)	SE
EI82	2675	VOCATIONAL INSTRUCTOR -UPHOLSTERING- -CORRECTIONAL FACILITY-	SE
EI87	2419	VOCATIONAL INSTRUCTOR -COMMERCIAL DIVER TRAINING- -CORRECTIONAL FACILITY-	SE
EI92	2677	VOCATIONAL INSTRUCTOR -WELDING- -CORRECTIONAL FACILITY-	SE
EJ12	2676	VOCATIONAL INSTRUCTOR -VOCATIONAL NURSING- -CORRECTIONAL FACILITY-	SE

**UNIT 3 APPENDIX D – TABLE OF CONTENTS**

- D1 SIDE LETTER #10- SPECIAL SCHOOL TEACHER LAYOFF
- D2 SIDE LETTER #11- TIMELY PAYMENT OF 403B – TAX SHELTERED ANNUITIES
- D3 SIDE LETTER #12- CYA TEMPERATURE CONTROL AGREEMENT
- D4 SIDE LETTER #13- WORKWEEK GROUP DESIGNATION
- D5 ATTACHMENT A- COACHING DIFFERENTIAL

**D1 SIDE LETTER #10 – Special School Teacher Layoff**

In the event a Special School Teacher will be laid off, the Special Schools will consider that teacher for vacant teaching positions in other Special Schools which require the same credential.

The Special Schools will endeavor to inform teachers by April 1 of a school year if they intend to layoff teachers. This does not preclude a Special School from laying off teachers if notice is not given by April 1.

**D2 SIDE LETTER #11 - Timely Payment of 403B – Tax Sheltered Annuities**

The State recognizes the importance of processing tax shelter claims in a timely manner and that these claims shall be given ongoing attention. The State will endeavor to process tax shelter claims in 15 working days or less.

If the Union believes that a pattern has developed processing of tax shelter claims beyond 15 working days, they may request to meet and confer over the impact of this matter with a department head or designee.

**D3 SIDE LETTER #12 - California Youth Authority Temperature Control Agreement**

**General Policy**

In order to maintain and promote the health and safety of staff and students, minimize physical discomfort and maximize educational opportunity for students in the education programs, each high school shall have in place a local temperature policy and procedure developed by the local health and safety committee. The local policy shall be consistent with the Branch policy. The facility superintendent and the Deputy Director Education Services Branch will approve each local temperature policy and procedure.

For academic and icleanâ (i.e., office services technology or computer technology) vocational classrooms the temperature shall be maintained within the range of a high of 85 degrees F and a low of 60 degrees F. Other vocational programs shall attempt to meet the same temperature standard.

The procedure shall include: monitoring of the classroom temperature by the facility and high school management, a process to report when temperatures are outside the policy limits including; a redirection of students and staff to an alternative location; or reassignment of staff to alternative education activities or tasks consistent with MOUs; and a reporting process for repairs when this is the concern.

Deputy Director

1. Ensure each high school has a temperature policy and procedure in place that has been developed by the local health and safety committee and approved by the facility superintendent.

Deputy Director/Joint Labor-  
Management Temperature  
Controls Committee

1. Review and approve each local temperature policy and procedure.

Principal

1. Work with the local health and safety committee to develop a temperature policy and procedure.
2. Submit the policy to the facility superintendent for review and approval.
3. Submit the locally approved policy and procedure to the Deputy Director/Joint Labor-Management Temperature Controls Committee for review and approval.
4. Implement the approved local policy and procedure. Serve as the designated representative at the high school to whom issues and concerns related to application of the policy are to be addressed by employees and the Union.

Regional Administrator

1. Review application of each high school's temperature policy and procedure.

**D4 SIDE LETTER #13 - Work Week Group 4C to Work Week Group E or SE Agreement**

The State of California (Department of Personnel Administration), EMPLOYER, and CSEA, SEIU, Local 1000, UNION, as the exclusive representative for Bargaining Unit 3 (Education and Library), hereby agree that:

1. In the current agreement between the parties (7/1/99 to 7/2/01), the parties agreed to place all Unit 3 employees in workweek group 4C.
2. Section 19.1, paragraphs A through D, generally describe hours of work for State employees. However, Section 19.1, paragraph F, Workweek Group Policy FLSA - Exempt/Excluded employees specifically describes the provisions of the workweek group designation specified in 1. Above.
3. In February 2000, in order to be consistent with the structure of the Fair Labor Standards Act (FLSA), the Employer changed the name of workweek group 4C to either E or SE.
4. However, in Unit 3, all employees designated E or SE remain covered by Section 19.1, paragraph F regardless of E or SE designation.
5. The parties agree that clarifying the existing provisions of the Unit 3 contract in Article 19, Hours of Work and Overtime, will be a priority during successor contract negotiations.
6. The Employer shall distribute this Agreement to all affected departments within 10 days of signature by the parties.

**D5 ATTACHMENT A - Coaching Differential**

Class A - \$1,550

Football – Varsity Head Coach

Class B - \$1,350

Basketball – Varsity Head Coach, Boys

Basketball – Varsity Head Coach, Girls

Track – Head Coach, Boys

Track – Head Coach, Girls

Wrestling – Head Coach

Football – Junior Varsity Head Coach

Drama – Head Coach

Baseball – Varsity Head Coach

Softball – Varsity Head Coach

Cheerleading – Varsity Head Coach

Music – School For the Blind, Fremont

Class C - \$1,150 Cross Country – Head Coach

Swimming – Head Coach

Badminton – Head Coach

Basketball – Junior Varsity Head Coach, Boys

Basketball – Junior Varsity Head Coach, Girls

Volleyball – Head Coach Football – Assistant Coach

Wrestling – Assistant Coach

Track – Assistant Coach, Boys

Track – Assistant Coach, Girls

Yearbook – Head Coach, California School for the Deaf

Drama – Assistant Coach

Cheerleading – Junior Varsity Head Coach, California School for the Deaf, Fremont

Class D - \$950 Cross Country – Assistant Coach

Swimming – Assistant Coach

Basketball – Assistant Coach, Boys

Basketball – Assistant Coach, Girls

Volleyball – Assistant Coach

Baseball – Assistant Coach

Softball – Assistant Coach

Cheerleading – Assistant Coach

Golf – Head Coach, California School for the Deaf, Riverside



Unit 4 APPENDIX E  
04 - OFFICE AND ALLIED

Classification	Schematic	Class	A/R	Current		7/1/03 Increases		WWG
				Minimum	Maximum	Minimum	Maximum	
Account Clerk II	CU70	1733		2104	2559	2209	2687	2
Accounting Technician	CU80	1741		2348	2855	2465	2998	2
Appeals Assistant	CW85	1831		2626	3193	2757	3353	2
Assistant Clerk	CA73	1123		1648	2003	1730	2103	2
Benefit Program Specialist (Calpers)	JR56	6410	A	2029	2465	2130	2588	2
			B	2180	2648	2289	2780	2
			C	2348	2855	2465	2998	2
Book Repairer	CG96	1300		2029	2465	2130	2588	2
Calculating Machine Operator -Key Driven-	CM60	1433		2180	2648	2289	2780	2
Case Service Assistant, Department Of Rehabilitation	CW80	1832		2180	2648	2289	2780	2
Clerk, California Conservation Corps	CA25	1125	A	2348	2855	2465	2998	2
			B	2440	2964	2562	3112	2
Consumer Assistance Technician	CA50	1109		2348	2855	2465	2998	2
Control Cashier I (Motor Vehicle Services), Department Of Motor Vehicles	CX34	8736		2532	3076	2659	3230	2
Control Cashier I (Vehicle Registration), Department Of Motor Vehicles	CX36	8738		2532	3076	2659	3230	2
Control Cashier II (Motor Vehicle Services), Department Of Motor Vehicles	CX35	8737		2727	3316	2863	3482	2
Control Cashier II (Vehicle Registration), Department Of Motor Vehicles	CX37	8739		2727	3316	2863	3482	2
Corporation Documents Examiner	CW75	1827		2987	3630	3136	3812	2
Dispatcher-Clerk	CR50	1660		2466	2997	2589	3147	2
Dispatcher-Clerk, Caltrans	CR49	3710		2466	2997	2589	3147	2
Examination Proctor, Department Of Insurance	CG75	1877	A	2186	2269	2295	2382	2
			B	2428	2523	2549	2649	2
Executive Assistant	CD40	1728		2926	3556	3072	3734	2
Executive Secretary I	CD60	1247		2688	3268	2822	3431	2
Executive Secretary II	CD50	1245		2926	3556	3072	3734	2
Health Record Technician I	CW45	1869		2348	2855	2465	2998	2
Health Record Technician II (Specialist)	CW40	1872		2626	3193	2757	3353	2
Hearing Reporter	CD20	1229		4246	5159	4458	5417	2
Hearing Reporter Public Utilities Commission	CD11	1221		4246	5159	4458	5417	2
Hearing Transcriber-Typist	CC35	1193		2348	2855	2465	2998	2
Interagency Messenger	CA90	1697		2029	2465	2130	2588	2
Key Data Operator	CJ50	1419	A	1916	2114	2012	2220	2
			B	2180	2648	2289	2780	2
Law Indexer	CX20	2957	A	2534	3011	2661	3162	2
			B	2744	3291	2881	3456	2
			C	3291	3956	3456	4154	2
Legal Documents Examiner	CW65	1829		2987	3630	3136	3812	2
Legal Hearing Typist, Unemployment Insurance Appeals Board	CC47	1058	A	2304	2801	2419	2941	2
			B	2575	3129	2704	3285	2
Legal Secretary	CE20	1282	A	2704	3286	2839	3450	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increases		WWG
				Minimum	Maximum	Minimum	Maximum	
			B	2839	3450	2981	3623	2
Legislative Clerk	CF55	1323	A	1846	2242	1938	2354	2
			B	2029	2465	2130	2588	2
Library Technical Assistant I	CG90	1307	A	2466	2998	2589	3148	2
			S	2467	3000	2590	3150	2
Lottery Ticket Sales Senior Specialist	JY48	9079		2626	3193	2757	3353	2
Lottery Ticket Sales Specialist	JY50	9078		2348	2855	2465	2998	2
Mailing Machines Operator I	CK03	1779	A	2029	2465	2130	2588	2
			B	2196	2668	2306	2801	2
Mailing Machines Operator II	CK04	1780		2357	2862	2475	3005	2
Medical Secretary, Correctional Institution	CC50	9551		2575	3129	2704	3285	2
Medical Stenographer	CE80	1179		2304	2801	2419	2941	2
Medical Transcriber	CC58	1177		2304	2801	2419	2941	2
Microfilm Technician I	CL40	1480	A	1883	2286	1977	2400	2
			B	2097	2546	2202	2673	2
Microfilm Technician II	CL45	1481		2254	2738	2367	2875	2
Motor Vehicle Assistant	CZ91	1898	A	2029	2465	2130	2588	2
			B	2180	2648	2289	2780	2
Motor Vehicle Field Representative	CZ90	1897	A	2029	2465	2130	2588	2
			B	2180	2648	2289	2780	2
			C	2348	2855	2465	2998	2
Motor Vehicle Technician	CZ92	1899	A	2180	2648	2289	2780	2
			B	2348	2855	2465	2998	2
Museum Assistant I	CB20	2862		1259	1532	1322	1609	2
Museum Assistant II	CB30	2863		1532	1862	1609	1955	2
Nosologist	CW52	3231		2467	2997	2590	3147	2
Nosologist Trainee	CW50	3230		2129	2586	2235	2715	2
Office Assistant (General)	CA55	1441	A	1846	2242	1938	2354	2
			B	2029	2465	2130	2588	2
Office Assistant (Typing)	CA52	1379	A	1908	2319	2003	2435	2
			B	2069	2515	2172	2641	2
Office Occupations Clerk	CA71	1107		1787	2173	1876	2282	2
Office Occupations Trainee	CA74	1242		1663	1832	1746	1924	2
Office Services Supervisor I (General)	CA38	1141	A	2348	2856	2465	2999	2
			S	2349	2858	2466	3001	2
Office Services Supervisor I (Typing)	CA36	1148	A	2348	2856	2465	2999	2
			S	2349	2858	2466	3001	2
Office Technician (General)	CA48	1138		2348	2855	2465	2998	2
Office Technician (Typing)	CA46	1139		2390	2905	2510	3050	2
Pension Program Representative	CZ08	9777	A	2029	2648	2130	2780	2
			B	2348	2855	2465	2998	2
Personnel Selection Technician	CG74	6291	A	2029	2465	2130	2588	2
			B	2348	2855	2465	2998	2
Program Technician	CZ81	9927		2029	2648	2130	2780	2
Program Technician II	CZ82	9928		2348	2855	2465	2998	2
Program Technician III	CZ83	9929		2626	3193	2757	3353	2
Property Controller I	CO80	1550		2583	3139	2712	3296	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increases		WWG
				Minimum	Maximum	Minimum	Maximum	
Property Controller I (Correctional Facility)	CO85	1793		2810	3414	2951	3585	2
Property Controller II	CO70	1549		2934	3564	3081	3742	2
Property Controller II (Correctional Facility)	CO75	1794		3220	3911	3381	4107	2
Property Inspector (Specialist)	CO60	1547		3073	3734	3227	3921	2
Racing License Technician I	CW92	1920		2180	2648	2289	2780	2
Racing License Technician II	CW93	1921		2348	2855	2465	2998	2
Scopist, Public Utilities Commission	CC36	1192		2348	2855	2465	2998	2
Secretary	CD30	1176		2390	2906	2510	3051	2
Senior Account Clerk	CU60	1730		2348	2855	2465	2998	2
Senior Benefit Program Specialist (Calpers)	JR52	6412		2626	3193	2757	3353	2
Senior Legal Typist	CC45	3224	A	2304	2801	2419	2941	2
			B	2575	3129	2704	3285	2
Senior Legislative Clerk	CF40	1319		2348	2855	2465	2998	2
Senior Medical Stenographer	CE70	1180		2575	3129	2704	3285	2
Senior Motor Vehicle Technician	CZ89	1890		2626	3193	2757	3353	2
Senior Pension Program Representative	CZ09	9778		2626	3193	2757	3353	2
Senior Stenographer	CD80	1257	A	2390	2907	2510	3052	2
			S	2391	2909	2511	3054	2
Senior Stenographer, Legal	CE55	3223	A	2304	2801	2419	2941	2
			B	2575	3129	2704	3285	2
			C	2801	3087	2941	3241	2
			D	3129	3450	3285	3623	2
Senior Telephone Operator	CQ85	1638		2348	2855	2465	2998	2
Senior Word Processing Technician	CC80	1213	A	2440	2966	2562	3114	2
			S	2443	2967	2565	3115	2
Service Assistant (DMV Operations)	CZ25	1844		2029	2465	2130	2588	2
Service Assistant (Duplicating)	CL58	1484		1860	2258	1953	2371	2
Service Assistant (Key Data Operations)	CK60	1465		1760	1893	1848	1988	2
Service Assistant (Social Services)	CL57	1461		1795	2003	1885	2103	2
Service Assistant (Toll Collection)	CS60	1709		1933	2348	2030	2465	2
Service Assistant -Warehouse And Stores-	CN70	1510		1914	2326	2010	2442	2
Statistical Clerk	CX10	1806		2348	2855	2465	2998	2
Stenographer	CD85	1262	A	1992	2419	2092	2540	2
			B	2142	2602	2249	2732	2
Stock Clerk	CN60	1509		2153	2618	2261	2749	2
Support Services Assistant (General)	CM70	1432	A	1846	2242	1938	2354	2
			B	1970	2392	2069	2512	2
Tax Program Assistant	CA57	1474	A	1648	2003	1730	2103	2
			B	1846	2242	1938	2354	2
			C	2029	2465	2130	2588	2
Tax Program Technician I, Franchise Tax Board	CX92	9587		2348	2855	2465	2998	2
Tax Program Technician II, Franchise Tax Board	CX93	9588		2626	3193	2757	3353	2
Tax Technician I, Board Of Equalization	CX85	1973	A	2029	2465	2130	2588	2
			B	2180	2648	2289	2780	2
Tax Technician II, Board Of Equalization	CX86	1974		2348	2855	2465	2998	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increases		WWG
				Minimum	Maximum	Minimum	Maximum	
Tax Technician III, Board Of Equalization	CX87	1975		2626	3193	2757	3353	2
Technical Assistant I, Political Practices Commission	CX40	1803		2348	2855	2465	2998	2
Technical Assistant II, Political Practices Commission	CX41	1804		2626	3193	2757	3353	2
Telephone Operator	CR25	1635		2029	2465	2130	2588	2
Telephone Operator Switchboard For The Blind	CR30	1636		2029	2465	2130	2588	2
Teletypewriter Operator	CQ40	1651		2180	2648	2289	2780	2
Toll Collector	CS50	1707		2408	2924	2528	3070	2
Treasury Teller	CT10	1714		2523	3068	2649	3221	2
Word Processing Technician	CC85	1181	A	2069	2515	2172	2641	2
			B	2180	2648	2289	2780	2

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**F1 SIDE LETTER #10 - California State Lottery (CSL) Scratcher Sales Bonus**

CSL reserves the right to manage the variety and quantity of Scratcher products offered for sale in order to stay within its budgetary and legal mandates.

The classifications of Lottery Ticket Sales Specialist (LTSS) and Lottery Ticket Sales Senior Specialist (LTSSS) shall be eligible to receive sales bonuses as governed by the following provisions:

- A. The sales bonus shall be based solely on sales of Scratcher products. Scratcher product sales are defined as only those packs that have been financially settled by retailers. Prior to the beginning of each new quarter of the fiscal year, the CSL Director

or designee shall set a statewide sales goal for Scratcher products. The statewide sales goal is then broken down into "market shares" for each individual "retailer assignment." Individual achievement for bonus eligibility is measured against the "marked share" established for the individual retailer assignment.

- B. CSL Sales Department shall issue a quarterly report showing the percentage of statewide sales (commonly referred to as "market share") for Scratcher products for each retailer assignment. The market share of each sales area is defined as the percentage contribution of the employee's retailer assignment to actual statewide sales during the quarter ending one quarter prior to the "goal quarter," also identified as the "quarter before last."

Example: The goal of Quarter 1 of FY 99-00 is based upon market share from Quarter 3 of 98/99.

- C. Upon completion of each quarter and a qualifying period as defined in subsection G., if the retailer assignment achieves at least the first level sales goal in Scratcher products, the eligible employee receives the appropriate bonus award for that level. Subsequent awards are based upon achieving greater sales levels for the Scratcher-only products.

Example: If a retailer assignment achieves Level 1 goal in Scratcher sales, the participant receives Level 1 bonus.

- D. Bonus levels and corresponding dollar awards attributable to each level are listed below:

BONUS LEVEL	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
% OF SALES GOAL ACHIEVEMENT	102%	105%	108%	112%
Lottery Ticket Sales Specialist	\$300	\$600	\$900	\$1,200
Lottery Ticket Sr. Sales Spec.	\$300	\$600	\$900	\$1,200

- E. Each eligible employee described below shall be required to work a qualifying period as defined in subsection F. to be eligible for bonus.

1. A full-time employee who works a qualifying period and who works a single regular retailer assignment during the quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.
2. An intermittent employee who works a qualifying period and who works a single regular retailer assignment during the quarter shall be eligible for the appropriate level bonus achieved by that retailer assignment during that quarter.
3. An intermittent employee who works a qualifying period and who works more than one retailer assignment in either the North or the South region during the quarter shall be eligible for the appropriate level bonus achieved by that region.
4. An intermittent employee who works a qualifying period and who works more than one retailer assignment in both the North and South regions during the quarter shall be eligible for the appropriate level bonus achieved by the State.
5. A part-time employee who works a qualifying period shall be eligible for a percentage of the bonus dollar amount consistent with the employee's time base. The qualifying period as defined in subsection F. shall be prorated to the time base.

Example: A 3/4 time employee who work's a qualifying period and who achieves Level 1 sales shall be eligible to receive 3/4 of the dollar amount for that level. The qualifying period for eligibility is proportionately reduced by 25 percent (25%).

- F. For purposes of this bonus provision, the following definitions shall apply:

1. "Qualifying period" is defined as actually working a regular retailer assignment no less than 65 percent (65%) of actual available work hours in a quarter, excluding holidays and weekends.

Formula: Thirteen weeks (91) days less weekends (26 days) multiplied by eight hours a day less holiday hours multiplied by 65 percent (65%) equals a qualifying period.

Example: A qualifying period in a thirteen (13) week quarter with no holidays would require the participant to work a regular retailer assignment 338 hours. A qualifying period in a quarter that has one holiday would require the participant to work a regular retailer assignment of 333 hours.

2. "Retailer assignment" is defined as a preassigned group of retailers for which the employee has Scratcher inventory management responsibilities either through the use of a Scratcher inventory management system or through regular retailer telephone activity. Retailer assignment does not include activity with retailers which are redirected to an employee because of coworker absences.

- G. Bonus payments shall be made quarterly within sixty (60) days after the end of the quarter.

- H. Bonuses paid pursuant to this section are excluded from compensation for retirement purposes.
- I. Bonuses paid pursuant to this section are considered compensation for taxation purposes.
- J. This section is grievable to Step 3 of the grievance procedure (Director, CSL).

**F2 SIDE LETTER #11 - FTB Call Center Differential**

Effective January 1, 2002, the State agrees to pay a \$100 per month pay differential to the following employees of the Franchise Tax Board in recognition of the complex work load and level of skill and knowledge required to receive and respond to unassigned collection calls, business entity issue calls, and/or California district office public service counter contracts.

- A. Full-time employees in the Tax Program Technician I and II classifications required to perform the work described above and permanently assigned to the Franchise Tax Board, Taxpayer Services Center Section, Tax Practitioner Support Group, or the district office public service counter.
- B. Part-time and intermittent employees performing the duties described above shall receive the differential on a pro-rata basis, according to their time base.

**F3 SIDE LETTER #12 - Board of Equalization Call Center Differential**

Effective January 1, 2002, the State agrees to pay a \$100 per month pay differential to Tax Technicians I/II/III employees of the Board of Equalization who perform at least 50 percent (50%) of their normal duties in the following assigned tasks, in recognition of the increased complexities and level of skills/knowledge required due to the implementation of the Automated Call Distribution System:

- A. Full-time employees in Unit 4 assigned to the Information Center/800 Number, Customer and Taxpayer Services Division.
- B. Full-time employees in Unit 4 assigned to the Board of Equalization District Offices performing taxpayer counter services.
- C. Less than full-time employees assigned to the above duties shall receive the differential on a pro-rata basis, according to their reduced time base.

**F4 SIDE LETTER #13 - California State Lottery Call Center Differential**

Effective January 1, 2002, the State agrees to pay \$100 per month pay differential to employees of the California State Lottery who perform full time as Call Center 800 Operators (Lottery Customer Service Division) in recognition of the increased complexities and level of skills and knowledge required due to the implementation of the Automated Call Distribution System.

**F5 SIDE LETTER #14 - EDD Call Center Differential**

Effective January 1, 2002, in recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a \$100.00 differential per pay period to the following Employment Development Department employees in the Tax Branch and Unemployment Insurance Branch who perform at least fifty percent (50%) of their normal work duties in an automated call distribution center and/or public service counter involving response to the general public or customer client contacts relating to multiple programs and/or services of the department:

Program Technician, Program Technician II, Program Technician III in the Call Center Collection Division, Call Center, Field Audit Compliance Division and Customer Service Counters (Field Audit and Compliance Division) of the Tax Branch.

Accounting Technicians in the Call Center, Contribution Adjustment Group, Tax Processing and Accounting Division, Tax Branch and the Overpayments/1099 Group, Unemployment Insurance Branch.

Part-time and intermittent employees performing the duties described above shall receive the differential on a pro-rata basis.

**F6 SIDE LETTER #15 - Department of Consumer Affairs Call Center Differential**

Effective January 1, 2002, the State agrees to pay \$100 per month pay differential to Program Technicians I/II employees of the Department of Consumer Affairs who perform at least 50% of their normal duties in the following assigned tasks, in recognition of the complex workload and level and knowledge required to receive and respond to consumer calls:

- A. Full-time employees in Unit 4 assigned to the Information Center/800 Number, Consumer Information Center.
- B. Full-time employees in Unit 4 assigned to the Contractor's State License Board call center.

- C. Less than full-time employees assigned to the above duties shall receive the differential on a pro-rata basis, according to their reduced time base.

**F7 SIDE LETTER #16 – PERS Call Center Differential**

In recognition of the increased complexity and level of skill/knowledge required and the changes in technology, laws and program requirements, the State agrees to pay a \$100.00 differential per pay period to Public Employees Retirement System employees at the full journey level of Benefit Program Specialist II and Benefit Specialist III who, at least fifty percent (50%) or more of their time, are assigned to call centers and public service counters to perform duties involving response to the general public or customer/client contacts relating to multiple programs and/or services of the department. Such payment is consistent with the agreement between the State and the Union signed November 17, 2000.

Parti-time and intermittent employees performing duties in the class levels described above shall receive the differential on a pro-rata basis, according to their time base.

**F8 SIDE LETTER #17 – STRS Call Center Differential**

The State agrees to pay a \$100.00 per month pay differential to the following employees of the State Teachers' Retirement System in recognition of the complex work and level of skill and knowledge required to receive and respond to 800-telephone line calls from STRS members contacting the Public Service Office.

- A. Full time employees in the Pension Program Representative classifications who perform the work described above at least 50 percent (50%) or more of their time.
- B. Part-time and intermittent employees performing the duties described above shall receive the differential on a pro-rata basis.

**F9 SIDE LETTER #18 - Joint Labor/Management Call Center Committee**

A Joint Labor Management Call Center Committee shall be established to create standards for universal call center issues. Existing Call Centers and those DPA knows of and that are in the planning stages, would continue.

The Committee shall submit a joint recommendation to the Department of Personnel Administration within six months from the date of ratification of the contract.

**F10 SIDE LETTER #19 - Calendaring Function Differential - California Unemployment Insurance Appeals Board**

The State agrees to add criteria D. to the Calendaring Function Differential for the Office Technician (Typing) class at the California Unemployment Insurance Appeals Board and will continue to pay \$150 per pay period as established May 1, 1997.

Criteria:

- A. All eligible full-time employees must be assigned sole responsibility for the hearing calendaring function.
- B. One employee per Field Operation's field office, per pay period, is eligible to receive this pay differential.
- C. An employee is eligible to receive this pay differential if he/she performs the hearing calendaring function for eleven (11) or more calendar days per pay period.
- D. Upon movement to another class in State service, an employee receiving compensation under this pay differential shall move from the combined rate (base salary plus pay differential) not to exceed the maximum of the class when computing the appointment rate.

**F11 SIDE LETTER #20 - Hearing Reporters and Scopists (CPUC)**

Effective January 1, 2002, Hearing Reporters, in addition to their base salary, will receive three dollars and twenty-five cents (\$3.25) for each "daily" or "expedited" page which is reported and/or proofread by that reporter as required. Hearing Reporters, in addition to their base salary, will receive one dollar and forty cents (\$1.40) per page for each "daily" or "expedited" page which is scoped and/or proofread by that hearing reporter as required which may include completing final transcript and electronic (or otherwise) delivery thereof. A qualified Hearing Reporter, in addition to their base salary, will receive one dollar and no cents (\$1.00) per page for setting up and reporting a "realtime" hearing. If more than one reporter works on a hearing, their collective page total shall not exceed the total pages for that hearing.

Scopists, in addition to their base salary, will receive one dollar and forty cents (\$1.40) per page for each "daily" or "expedited" page which is scoped and/or proofread by that scopist as required. If more than one Scopist work on a hearing, their collective page total shall not exceed the total pages for that hearing.



A "daily transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested be delivered (in hard copy or electronic form) the same day that the hearing has occurred. An "expedited transcript" is a transcript of a hearing of which the presiding officer or the Chief Reporter or a person assigned by the Chief Administrative Law Judge has requested to be delivered (in hard copy or electronic form) within seven calendar days of the hearing. A "realtime transcript" is a transcript of a hearing that will be delivered to the presiding officer or a party contemporaneously via a Computer Assisted Transcription (CAT) system.

To qualify for per page rate pay all realtime, expedited and daily transcripts and respective page counts (reported or scoped) must be approved by the Chief Reporter or a person assigned by the Chief Administrative Law Judge and the transcripts must be ordered by a party agreeing to pay for these premium services.

The above differential (page rates) shall be counted towards retirement.

Acceptance of this proposal is contingent upon the Union's withdrawal of DPA Grievance #01-04-0075 (Beauregard, Ford, Harter and all other affected employees) on or before March 1, 2002.

If DPA Grievance #01-04-0075 is not withdrawn on or before March 1, 2002, the language in this side letter shall revert to the same language contained in Side Letter #16 in the 1999 Memorandum of Understanding between the State and the Union and the above differential shall not be counted towards retirement.

Charging parties by their signatures below hereby release and forever discharge the State of California and its Public Utilities Commission (PUC) and any other agents, assigns, officers, members officials or employees from any and all past, present or future claims or causes of action, administrative or judicial, known or unknown, that they may have concerning the matters of DPA Grievance #01-04-0075.

#### **F12 SIDE LETTER #21 - Toll Collectors Night Shift**

Caltrans only: Toll Collector Night Shift Differential

- A. Caltrans will pay a night shift differential to Toll Collectors whose regularly scheduled shifts include at least three (3) hours on the night shifts as defined in Section 11.5 A of the 2002-2003 Unit 4 MOU. In all other respects the provisions in Section 11.5 A and B will continue to apply to Caltrans Toll Collectors.
- B. This provision will become effective July 1, 1999

#### **F13 Side Letter #22 - Post and Bid Program for Caltrans District 4 (S.F. Bay Area) Toll Bridges**

The Department of Transportation (Caltrans) and CSEA agree to a Post and Bid Program for all District 4 employees in the Toll Collector classification.

Vacancy/Shift Assignment shall be deemed to exist when a position is unoccupied as a result of retirement, transfer, termination, reassignment, or new funding and the Department elects to fill the position based on the following criteria:

- A. Eligibility to participate:
  1. Employees must have permanent civil service status. Permanent status is when the employee has successfully passed his/her probationary period in the class.
  2. Any employee appointed under the terms of this side letter must possess the requisite skills and abilities required of the position. Any employee who has sustained a disciplinary action or received a substandard performance report within the twelve (12) months preceding the occurrence of the vacancy, may, at the discretion of management, not be eligible for transfer.

- B. Criteria to participate:

There will be a thirty (30) calendar day open Post and Bid period semiannually as follows:

- October 15 through November 14 (January thru June)
- April 15 through May 14 (July thru December)

The Post and Bid Vacancy/Shift Assignment requests shall be kept on file for the qualifying six (6) months.

- C. Toll Collector vacant positions will be filled in the following order:
  1. Permanent full-time Toll Collectors who are currently assigned to the toll bridge where the vacancy exists and who have a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.

2. Any permanent full-time Toll Collector with a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.
3. PI toll collectors who meet either 1) SPB Rule 277 on the date of the vacancy, or 2) are reachable on a permanent full-time eligible list, and who have a valid post and bid request on file shall be offered first right of refusal to a permanent full-time vacancy in seniority order. Seniority is based on total months of State service. In cases of tied seniority, the decision will be made by lot.
4. Any permanent intermittent toll collector who has a valid Post and Bid Request on file shall be offered first right of refusal for a lateral transfer to a vacant permanent intermittent position in seniority order based on total months of State service. In cases of tied seniority, the decision will be made by lot.
5. If no Toll Collector with a valid Post and Bid Request accepts the position or if there is no valid Post and Bid Request on file, the employer may then fill the vacancy by any other available means.

D. Time frames to accept and move to a new position:

1. Employees selected under the terms of this side letter shall have a maximum of five (5) workdays in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor. Once the five (5) workdays have expired without response from the employee being considered for reassignment, the employer shall consider it a refusal of the job offer.
2. If a job offer is accepted, the employee will report when the department has completed the Post and Bid process. If a transfer reasonably requires a relocation in accordance with Section 12.2 of the MOU the employee has a maximum of thirty (30) calendar days to report to the new work location unless extended by the hiring supervisor.
3. Employees being reassigned under this post and bid process waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
4. This side letter does not preclude management from transferring employees for verifiable security, safety, or clearly articulated operational reasons.

**F14 SIDE LETTER #23 – Employee Recognition and Morale Program – Franchise Tax Board and Board of Equalization**

- A. The Franchise Tax Board and the Board of Equalization agree to establish an Employee Recognition and Morale Program to recognize individual employees and/or a group of employees for outstanding contributions on the job. All Unit 4 employees are eligible for recognition under the program.
- B. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed \$50 per employee. Cash awards under this section are excluded from compensation for the purposes of retirement.
- C. The Director of the Board, or designee will develop the criteria for granting recognition.
- D. This section is not subject to Article 6 of this contract.

**F15 SIDE LETTER #24 – Traffic Congestion Relief Bonus – Department of Transportation (Dispatcher Clerk, Caltrans Class Code 3710)**

The State and the Union agree to meet and explore the feasibility of establishing a Traffic Congestion Relief Bonus Program in the Department of Transportation. If a feasible program is agreed upon, the program will be implemented on January 1, 2002 or on a date agreed to by the Department of Transportation and the Union, provided the program is approved by the Department of Personnel Administration and the Department of Finance.

**F16 SIDE LETTER #25 – California Environmental Protection Agency (CalEPA) Agreement dated October, 2000**

The October 2000 agreement between the State and the Union regarding the California Environmental Protection Agency headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

**F17 SIDE LETTER #26 – Senior Motor Vehicle Technician Agreement (2001)**

Effective July 3, 2001 the State agrees to reallocate a minimum of 100 Motor Vehicle Field Representative positions to the classification of Senior Motor Vehicle Technician in field offices of the Department of Motor Vehicles. If eligible candidates are available these positions will be filled no later than September 3, 2001.

**F18 SIDE LETTER #27 – Senior Motor Vehicle Technician (2002)**

The Department of Motor Vehicles agrees to establish and fill an additional one-hundred (100) Senior Motor Vehicles Technician positions, preferably in individual DMV field offices by January 1, 2002. If 100 incumbents are not eligible, appointments shall be made when they are eligible. To accomplish this, the Department of Motor Vehicles shall give an exam if not enough incumbents are eligible.

**F19 SIDE LETTER #28 – DMV – PERMANENT INTERMITTENT EMPLOYEES**

By January 15, 2002, the parties agree to meet and confer to develop a process in converting permanent intermittent Motor Vehicle Field Representatives (MVFR) based on seniority to full time. Prior to the meet and confer, the State shall provide the union with the following information:

- A. The number of permanent employees and number of P.I. employees broken down by field office, driver safety office, and headquarters on DMV's payroll as of December 1, 2001,
- B. The number of MVFR positions as of December 1, 2001,
- C. The number of P.I. employees converted to full time in calendar year 2001,
- D. The number of P.I. employees who are eligible to convert under SPB rule 277 as of December 1, 2001,
- E. The number of P.I. employees list eligible as of December 1, 2001,
- F. The number of months of service for each P.I. employee as of December 1, 2001.

**F20 SIDE LETTER #29 – Library Technical Assistant I and II Classification Study**

The State agrees to review the classifications of Library Technical Assistant I and II in accordance with Government Code Sections 19816.20 and 20405.1 and to place all positions in these classes in the Department of Corrections meeting safety retirement criteria into an appropriate class for movement to the safety retirement category.

**F21 SIDE LETTER #30 – Library Technical Assistant Classification Specification**

The State agrees to establish a joint labor/management committee to study and update the Library Technical Assistant classification series.

- A. The State agrees that the Union will have four representatives who will serve and participate on the committee without loss of compensation. Management will have an equal number of representatives on the committee.
- B. The committee will conduct a study of the classification specification and present recommendations and alternatives within 12 months from the time the study commences.
- C. The State shall provide administrative support to the committee.
- D. Any recommendations resulting from this study are subject to approval by both parties.

**F22 SIDE LETTER #31 - Program Technician Series Classification Study**

The State agrees to establish a joint labor/management committee to study the classifications in the Program Technician series. The departments participating on this committee are the Employment Development Department, State Compensation Insurance Fund and the Department of Justice.

- A. The State agrees that the Union will have a representative from each of the departments identified above, who is employed in a classification in the Program Technician series, who will serve and participate on the committee without loss of compensation. The Union will also be allowed a fourth representative who will be compensated by the Union. The State will have an equal number of representatives on the committee.
- B. The committee will conduct a study and present recommendations and alternatives within twelve (12) months from the time the study commences.
- C. The State shall provide administrative support to the committee.
- D. Any recommendations resulting from this study are subject to approval by both parties.

**F23 SIDE LETTER #32 - Dispatcher Clerk (CR49 and CR50) Classification Study**

The State agrees to establish a joint labor/management committee to study the Dispatcher Clerk (CR49 and CR50) classification.

- A. The State agrees that the Union will have four representatives who will serve and participate on the committee without loss of compensation. Management will have an equal number of representatives on the committee.
- B. The committee will conduct a study and present recommendations and alternatives within six (6) months from the time the study commences.
- C. The State shall provide administrative support to the committee.
- D. Any recommendations resulting from this study are subject to approval by both parties.

**F24 SIDE LETTER #33 - Office Assistant (Typing)/Word Processing Technician Consolidation**

- A. Effective January 1, 2002, the State agrees to make the following pay adjustment:

<u>Class</u>	<u>Old Salary</u>	<u>New Salary</u>
Office Assistant (Typing), Range B	\$2029-2465	\$2069-2515
Word Processing Technician, Range A		
Office Technician (Typing)	\$2348-2855	\$2390-2905

- B. The State and the Union agree to submit to the State Personnel Board, a non-hearing classification proposal to consolidate the Office Assistant (Typing) and Word Processing Technician classes. The effective date of this consolidation will be the close of business, June 30, 2003. The consolidation of the Office Assistant (Typing) and Word Processing classes is contingent on adoption of the classification changes by the State Personnel Board. The new consolidated classification will be titled Administrative Support Technician (Typing) and shall be as follows:

<u>Current Classification</u>	<u>Salary</u>	<u>New Classification</u>	<u>Salary</u>
Office Assistant (Typing), Range A	\$1908-2319	Administrative Support Technician (Typing) Range A	\$1908-2319
Office Assistant (Typing), Range B	\$2069-2515	Administrative Support Technician (Typing), Range B	\$2069-2515
Word Processing Technician, Range A			
Word Processing Technician, Range B	\$2180-2648	Administrative Support Technician (Typing) Range C	\$2180-2648

- C. The State and the Union further agree to establish an Alternate Range Criteria for the new class of Administrative Support Technician (Typing), Ranges A, B, and C.

Range A. This range shall apply to incumbents who do not meet the criteria for payment in Range B or Range C.

Range B. This range shall apply to incumbents who have satisfactorily completed either:

1. One year of experience in California state service performing clerical duties at a level of responsibility equivalent to that of an Administrative Support Technician (Typing), Range A. or
2. Experience: One year of experience in typing and clerical work. [Academic education above the 12<sup>th</sup> grade may be substituted for one year of the required general experience on the basis of either (a) one year of general education being equivalent to three months of experience; or (b) one year of education of a business or commercial nature being equivalent to six months of experience.] and

Education: Either equivalent to completion of the 12<sup>th</sup> grade or completion of a business school curriculum; or completion of a clerical work experience training program such as those offered through the Welfare Reform Act. (One year of clerical work experience may be substituted for the required education.)

Range C. This range shall apply to incumbents that meet all of the following criteria:

1. Incumbents in positions approved by the appointing authority as having significant responsibility in performing specialized or difficult typing assignments involving the use of a personal computer and various software applications.
2. Incumbents who have satisfactorily completed the equivalent of one year of experience as an Administrative Support Technician (Typing), Range B. or

Experience: Two years of experience in typing and clerical work. [Academic education above the 12<sup>th</sup> grade may be substituted for one year of the required general experience on the basis of either (a) one year of general education being equivalent to three months of experience; or (b) one year of education of a business or commercial nature being equivalent to six months of experience.] and

Education: Either equivalent to completion of the 12<sup>th</sup> grade or completion of a business school curriculum; or completion of a clerical work experience training program such as those offered through the Welfare Reform Act. (One year of clerical work experience may be substituted for the required education.)

3. Incumbents must be proficient in computer software used for word processing and for creating charts, graphs, tables, spreadsheets, databases and graphics as required by the appointing authority.

#### **F25 SIDE LETTER #34 – Upward Mobility and Career Development**

The State agrees to adapt the “Basic Career Exploration” course offered by California State University, Sacramento Regional and Continuing Education (CSUS – RCE) for civil service careers. The course would be available via a website that can be used by two audiences: (1) union stewards for reference and coaching their members and (2) employees for developing and implementing their own career plans. The website may include:

- A. Shells and guidelines for writing resumes and preparing state applications;
- B. How to interview for a job
- C. Online, self-scoring assessment instruments to determine your personal preferences and strengths
- D. Map of the steps in getting a state job and a promotion
- E. Information on state civil service career ladders (focus on Unit 4 possibilities)
- F. Identification of the levels and types of skills needed at different steps in the career ladders. Include examples of typical work products
- G. Information on where to find the training and education to build your skills
- H. Civil service job specifications, including the numbers of positions in each classification, state agencies using each class, geographical location, pay scales
- I. Information on exams being given
- J. Information on jobs available
- K. Links to the career information on state agency Internet sites

In addition, a Joint Labor/Management Upward Mobility and Career Development Committee shall be established to recommend content for the website, including existing on-line resources as well as needed material.

The Committee shall be comprised of three (3) State management members, selected by the State, and three (3) Union representatives, selected by the union.

The Committee shall meet at least four (4) hours per month over a twelve (12) month period for which union representatives will suffer no loss in compensation.

The website containing existing on-line material will be made available within twelve (12) months of the date of ratification of the contract by both parties. Additional material that requires development may be added on an on-going basis as budgetary constraints permit.

#### **F26 SIDE LETTER #35 - Auditor and/or Accountant Upward Mobility Pilot Program**

The State agrees to establish a pilot upward mobility training program for Unit 4 employees who are currently employed by the Employment Development Department, Board of Equalization or Franchise Tax Board. This pilot proposal takes effect sixty (60) calendar days following ratification by the legislature and the Union’s membership.

In accordance with Article 13.3, this pilot program is to provide preference for upward mobility into the auditing or accountant classifications which has been identified and approved in the employee’s Annual Individual Development Plan. This section is subject to available training resources. This pilot program shall be in force for the life of this contract.

#### **F27 SIDE LETTER #36 - State Special Schools Ten-Month Compensation Agreement**

- A. The Special Schools in the Department of Education shall use the following work schedule policy for permanent, full-time Bargaining Unit 4 employees that are scheduled to work a 10-month school year.
  1. The Special Schools shall guarantee the opportunity for ten (10) months of compensation (as defined by State Personnel Board Rule 9) to permanent, full-time Special Schools’ employees except when budgetary or program considerations preclude it. Budgetary or program considerations are those which are mandated by the Legislature, Governor, or Superintendent of Public Instruction. This means that these employees may be scheduled either for work, CTO, holiday credits, paid or unpaid leave; so, that when all of these are considered in total for the year each employee at the California School for the Deaf and California School for the Blind receives a minimum annual compensation equivalent to approximately 1,734 hours of the employee’s regular (straight-time) rate of pay. Employees at the Diagnostic Schools

for Neurologically Handicapped Children will receive a minimum annual compensation to approximately 1,934 hours of the employees' regular (straight time) rate of pay based upon their 25-day extended work year. The Special Schools may provide an annual compensation greater than 1,734 hours, (1,934 hours for Diagnostic School for Neurologically Handicapped Children employees) subject to budgetary and program considerations. If an employee chooses not to work, the School's obligation to provide a minimum opportunity for ten (10) months compensation shall be reduced accordingly.

During recess periods, the Special Schools may utilize any combination of work, training, vacation, CTO or dock. Priority consideration will be given first to regular work assignments, second to training, and third to work not associated with their normal duties. It is understood by both parties that regular work, work not associated with their normal duties, and training may not be available. Employees may request training that enhances the Special School program.

2. Employees covered by this Agreement:
  - a. May be scheduled and use vacation leave during their initial six (6) months of employment. This is an exception to the Bargaining Unit 4 contract vacation leave provision.
  - b. Shall receive 70 hours of vacation leave credit which will be credited to their vacation leave credit account upon commencement of the school year. This vacation leave credit shall be used to offset noncompensable absences during school recess periods.
  - c. Sections 2(a) and (b) shall apply to permanent, part-time employees on a pro-rata basis.
  - d. The 70 hours of vacation leave credit (and pro-rated amount for permanent, part-time employees) is contingent upon an employee's continued employment for a minimum ten (10) qualifying pay periods beginning with the employee's first qualifying pay period of the school year. If an employee terminates employment prior to this ten (10) qualifying pay period duration and the Special School is unable to adjust the employee's vacation and/or CTO credit balances in order to reflect the proper vacation leave credit balance, the employee shall reimburse the Special School for the amount that is outstanding.
3. Work scheduled during school recesses may include training and other work assignments which may involve duties not normally associated with their normal and regular duties. These assignments which involve duties not normally associated with their regular duties shall only occur during recesses.
4. The Special Schools have total discretion to determine the school year including recesses as long as the provisions of this Contract are met.
5. During school recess periods, the Special Schools may schedule work, training, paid leave (e.g., CTO or vacation) or place employees on dock. During recesses it is the intent of the Department that all employees covered by this Contract shall be scheduled the same number of vacation days based on the minimum accrual rate for ten (10) month employees plus or minus two (2) days.
6. Employees who have taken a leave of absence without pay, who have been charged with an AWOL, or who have been "docked" will not be extended compensation opportunities to the extent that they would benefit over other employees from such docks.
7. The Special Schools shall provide eligibility for medical and dental benefits during the months of July and August by scheduling a minimum two (2) days work, training, vacation, or CTO in July and a minimum two (2) days of work, training, vacation, or CTO in August.

UNIT 11 APPENDIX G  
SALARY SCHEDULE

11 - ENGINEERING AND SCIENTIFIC TECHNICIANS

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Agricultural Biological Technician	ST50	7891	A	2444	2971	2566	3120	2
			B	2775	3371	2914	3540	2
Agricultural Laboratory Microscopist	ST55	4002		2968	3605	3116	3785	2
Agricultural Marketing Technician	AQ80	0656	A	2024	2460	2125	2583	2
			B	2262	2747	2375	2884	2
Agricultural Pest Control Specialist	BG25	0647	A	2554	3104	2682	3259	2
			B	2775	3371	2914	3540	2
			C	2657	3228	2790	3389	2
			D	2775	3371	2914	3540	2
			E	2903	3527	3048	3703	2
			F	3040	3694	3192	3879	2
Agricultural Services Technician I	AB60	0055		1818	2209	1909	2319	2
Agricultural Services Technician II	AB50	0053	A	2024	2460	2125	2583	2
			B	2262	2747	2375	2884	2
Air Quality Representative I, Department Of Consumer Affairs	QR10	9261		2714	3255	2850	3418	2
Air Quality Representative II, Department Of Consumer Affairs	QR11	9358		3255	3915	3418	4111	2
Air Resources Field Representative I	IB84	3935		3327	4044	3493	4246	2
Air Resources Field Representative II	IB82	3937		3651	4437	3834	4659	2
Air Resources Technician I	IB92	3872	A	1867	2268	1960	2381	2
			B	2178	2645	2287	2777	2
Air Resources Technician II	IB90	3873		2444	2971	2566	3120	2
Animal Technician I	ST32	7872		1886	2078	1980	2182	2
Animal Technician II	ST31	7873		2178	2645	2287	2777	2
Animal Technician III	ST30	7871		2344	2848	2461	2990	2
Aquatic Pest Control Specialist, Department Of Boating And Waterways	BB10	0515	A	2554	3104	2682	3259	2
			B	3182	3868	3341	4061	2
Aquatic Pest Control Technician, Department Of Boating And Waterways	BB05	0514	A	1818	2209	1909	2319	2
			B	2024	2460	2125	2583	2
			C	2262	2747	2375	2884	2
Archeological Aid -Seasonal-	BT90	1023		9.56	11.04	10.04	11.59	2
Architectural Assistant	IN60	4012	A	3117	3608	3273	3788	2
			B	3490	4241	3665	4453	2
Architectural Associate	IN50	4009		4414	5364	4635	5632	2
Architectural Project Production Analyst	IR40	4116		3915	4754	4111	4992	2
Assistant Estimator Of Building Construction	IV70	4069		3651	4437	3834	4659	2
Assistant Estimator, California Housing Finance Agency	IT92	4572		3490	4241	3665	4453	2
Assistant Signal And Train Control Inspector	IH53	3946		3490	4241	3665	4453	2
Assistant Steel Inspector	GY10	3390		3490	4241	3665	4453	2
Associate Design Officer, California Housing Finance Agency	IR56	4121		4414	5364	4635	5632	2
Associate Estimator Of Building Construction	IV40	4066		4414	5364	4635	5632	2
Associate Estimator, California Housing Finance Agency	IT93	4573		4414	5364	4635	5632	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Associate Railroad Equipment Inspector, Public Utilities Commission	IH42	3934		4414	5364	4635	5632	2
Associate Railroad Track Inspector, Public Utilities Commission	IH44	3941		4414	5364	4635	5632	2
Associate Signal And Train Control Inspector	IH43	3947		4414	5364	4635	5632	2
Associate Steel Inspector	GX90	3387		4414	5364	4635	5632	2
Associate Transportation Operations Supervisor Public Utilities Commission	IH40	3923		4414	5364	4635	5632	2
Automotive Emission Test Specialist I	QQ87	6957	A	2344	2848	2461	2990	2
			B	2554	3104	2682	3259	2
Automotive Emission Test Specialist II	QQ92	6953		3040	3694	3192	3879	2
Automotive Emission Test Specialist III	QQ95	6954		3327	4044	3493	4246	2
Biological Scientific Illustrator	GC53	3041		3327	4044	3493	4246	2
Boundary Determination Technician	GA30	3005	A	2024	2460	2125	2583	2
			B	2444	2971	2566	3120	2
			C	2903	3527	3048	3703	2
Bridge Architectural Assistant	GM90	3203		3490	4241	3665	4453	2
Bridge Architectural Associate	GM80	3202		4414	5364	4635	5632	2
Bridge Architectural Trainee	GM95	3204		3117	3608	3273	3788	2
Civil Engineering Associate	GH70	3124		4414	5364	4635	5632	2
Civil Engineering Technician II	GI20	3129		3327	4044	3493	4246	2
Construction Inspector Technician, Water Resources	HA65	3453	A	2444	2971	2566	3120	2
			B	2903	3527	3048	3703	2
Construction Inspector Water Resources	HA60	3449		3405	4138	3575	4345	2
Construction Supervisor I Water Resources	HA50	3448		4414	5364	4635	5632	2
Dairy Laboratory Technologist	ST40	7874		3110	3778	3266	3967	2
Delineator	GC30	3026		2775	3371	2914	3540	2
Disaster Assistance Programs Specialist I	UA40	8025	A	3092	3759	3247	3947	2
			B	3396	4131	3566	4338	2
Disaster Assistance Programs Specialist II	UA45	8030		4021	4853	4222	5096	2
Disaster Worker Speciality Services (Various Disasters)	UC30	8079		2507	5699	2632	5984	2
Document Preservation Technician	CL25	1477		2425	2945	2546	3092	2
Drafting Services Aid	GC81	1767	A	2024	2460	2125	2583	2
			B	2444	2971	2566	3120	2
Electrical Construction Inspector	HB40	3462		3405	4138	3575	4345	2
Electrical Construction Supervisor I	HB30	3461		4414	5364	4635	5632	2
Electrical Drafting Technician	GB30	3022		2657	3228	2790	3389	2
Electrical Engineering Technician I	HK40	3629		2903	3527	3048	3703	2
Electrical Engineering Technician II	HK30	3627		3490	4241	3665	4453	2
Electrical Engineering Technician III	HK20	3626		3831	4655	4023	4888	2
Electrical Estimator I	IW20	4076		3651	4437	3834	4659	2
Electrical Estimator II	IW10	4075		4204	5108	4414	5363	2
Electrical Inspector I	IT10	4035		3327	4044	3493	4246	2
Electrical Inspector II	IS90	4034		4008	4870	4208	5114	2
Electrical Project Inspector (Various Sites)	IS95	6163		4008	4870	4208	5114	2
Environmental Technician	BH64	3524	A	2444	2971	2566	3120	2
			B	2903	3527	3048	3703	2
Fish And Wildlife Scientific Aid	BQ75	0835		10.3	11.87	10.82	12.46	2
Fish And Wildlife Seasonal Aid	BO90	0790		8.69	9.21	9.12	9.67	2



Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Fish And Wildlife Technician	BQ80	0916	A	2473	2862	2597	3005	2
			B	2567	3120	2695	3276	2
Fish Habitat Assistant	BO40	0780		2790	3389	2930	3558	2
Fish Habitat Specialist	BO30	0777		3192	3879	3352	4073	2
Geologic Aid	HT80	3761		2444	2971	2566	3120	2
Geological Drafting Technician	GC10	3097		2903	3527	3048	3703	2
Grain And Commodity Inspector	AE70	0726	A	2554	3040	2682	3192	2
			B	2903	3490	3048	3665	2
Grain And Commodity Sampler	AF10	0364		2262	2670	2375	2804	2
Housing Construction And Rehabilitation Specialist	IN20	4073		4008	4870	4208	5114	2
Instrument Technician, Air Quality	QQ70	6927	A	2903	3527	3048	3703	2
			B	3327	4044	3493	4246	2
			C	3651	4437	3834	4659	2
Junior Engineering Technician	GA25	3008	A	2024	2460	2125	2583	2
			B	2444	2971	2566	3120	2
Laboratory Assistant	SU05	7884	A	1916	2326	2012	2442	2
			B	2057	2498	2160	2623	2
Laboratory Assistant, Correctional Facility	SV06	9265	A	1916	2326	2012	2442	2
			B	2057	2498	2160	2623	2
Laboratory Technician -Chemical Analysis-	ST60	7877	A	2714	3298	2850	3463	2
			B	2968	3605	3116	3785	
Laboratory Technician -Criminalistics-	ST65	7868		2714	3298	2850	3463	2
Laboratory Technician II -Animal Pathology-	ST10	7869		3255	3955	3418	4153	2
Landscape Technician	IM97	1769	A	2903	3527	3048	3703	2
			B	3327	4044	3493	4246	2
Lead Structural Steel Inspector (Nondestructive Testing)	GY21	3380		4647	5660	4879	5943	2
Materials And Research Engineering Associate (Specialist)	GX40	3381		4414	5364	4635	5632	2
Mechanical And Technical Occupational Trainee	GA55	9993		1722	1897	1808	1992	2
Mechanical Construction Inspector	HB70	3468		3405	4138	3575	4345	2
Mechanical Construction Supervisor I	HB60	3466		4414	5364	4635	5632	2
Mechanical Engineering Technician I	HI50	3595		2903	3527	3048	3703	2
Mechanical Engineering Technician II	HI40	3594		3490	4241	3665	4453	2
Mechanical Engineering Technician III	HI30	3593		3831	4655	4023	4888	2
Mechanical Estimator II	IW40	4079		4414	5364	4635	5632	2
Mechanical Inspector I	IT30	4039		3327	4044	3493	4246	2
Mechanical Inspector II	IT20	4037		4008	4870	4208	5114	2
Mechanical Project Inspector (Various Sites)	IT25	6162		4008	4870	4208	5114	2
Medical Supply Technician	SU07	8015	A	1916	2326	2012	2442	2
			B	2057	2498	2160	2623	2
Mineral Resources Engineering Technician I	GA35	4081		2024	2460	2125	2583	2
Mineral Resources Engineering Technician II	GA40	4082		2444	2971	2566	3120	2
Mineral Resources Engineering Technician III	GA45	4083		2903	3527	3048	3703	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Mineral Resources Inspector I	VU15	9004	A	2912	3539	3058	3716	2
			B	3342	4061	3509	4264	2
Mineral Resources Inspector II	VT90	8856		3670	4458	3854	4681	2
Museum Technician	BS80	2870	A	2207	2682	2317	2816	2
			B	2495	3032	2620	3184	2
Oil And Gas Technician I	HV38	3799		2024	2460	2125	2583	2
Oil And Gas Technician II	HV40	3797		2444	2971	2566	3120	2
Oil And Gas Technician III	HV42	3788		2903	3527	3048	3703	2
Pathology Assistant	ST95	7875		2444	2971	2566	3120	2
Plant Quarantine Inspector	BA72	0615	A	2554	3104	2682	3259	2
			B	2775	3371	2914	3540	2
Public Health Laboratory Technician I - Chemical Analysis-	ST83	7886		2714	3298	2850	3463	2
Public Health Laboratory Technician I - Microbiology-	ST86	7887		2714	3298	2850	3463	2
Quality Control Technician, Prison Industries (Cleaning Products)	ST58	3080		3648	4396	3830	4616	2
Radiation Protection Specialist I	TC50	7988		3255	3955	3418	4153	2
Radiation Protection Specialist II	TC55	7991		3737	4542	3924	4769	2
Research Assistant I -Various Studies-	SS90	7866		2495	2751	2620	2889	2
Research Assistant II -Various Studies-	SS80	7865		2714	3298	2850	3463	2
Research Assistant III -Various Studies-	SS70	7864		3255	3955	3418	4153	2
Research Assistant IV -Various Studies-	SS60	7863		3737	4542	3924	4769	2
Research Assistant V -Various Studies-	SS50	7862		4103	4984	4308	5233	2
Safety Engineering Technician	IF25	3906	A	2024	2460	2125	2583	2
			B	2444	2971	2566	3120	2
			C	2903	3527	3048	3703	2
Sanitary Engineering Associate	HY80	3826		4414	5364	4635	5632	2
Sanitary Engineering Technician	HZ35	3782	A	3040	3694	3192	3879	2
			B	3490	4241	3665	4453	2
Sanitary Engineering Technician Trainee	HZ40	3839	A	2024	2460	2125	2583	2
			B	2444	2971	2566	3120	2
Scientific Aid	AR65	1931		10.30	11.87	10.82	12.46	2
Seismological Instrument Aid	QQ10	6990	A	2024	2460	2125	2583	2
			B	2444	2971	2566	3120	2
Seismological Instrument Technician I	QQ15	6991		2903	3527	3048	3703	2
Seismological Instrument Technician II	QQ20	6992		3182	3867	3341	4060	2
Senior Agricultural Biological Technician	ST52	7892		3234	3929	3396	4125	2
Senior Delineator	GC20	3023		3327	4044	3493	4246	2
Senior Design Officer, California Housing Finance Agency	IR55	4119		4840	5879	5082	6173	E
Senior Estimator Of Building Construction	IV30	4063		4840	5879	5082	6173	E
Senior Estimator, California Housing Finance Agency	IT94	4576		4840	5879	5082	6173	E
Senior Geological Drafting Technician	GB90	3093		3327	4044	3493	4246	2
Senior Laboratory Assistant	ST90	7878		2220	2697	2331	2832	2
Senior Laboratory Assistant, Correctional Facility	SV09	9266		2220	2697	2331	2832	2
Senior Tax Area Delineator	GC40	3024		3255	3955	3418	4153	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
Senior Transportation Operations Supervisor Public Utilities Commission	IH30	3921		4840	5879	5082	6173	E
Service Assistant -Engineering-	GA53	3011		1894	2089	1989	2193	2
Specification Writer I	IO50	4090		3490	4241	3665	4453	2
Specification Writer II	IO40	4087		4008	4870	4208	5114	2
Structural Design Technician I	GB60	3038		2903	3526	3048	3702	2
Structural Design Technician II	GB50	3037		3490	4242	3665	4454	2
Structural Design Technician III	GB40	3036		3830	4654	4022	4887	2
Structural Steel Inspector (Nondestructive Testing)	GY20	3389	A	4023	4888	4224	5132	2
			B	4434	5390	4656	5660	2
Student Assistant -Engineering And Architectural Sciences-	MF30	4871	A	1782	1966	1871	2064	2
			B	1914	2108	2010	2213	2
			C	2057	2269	2160	2382	2
			D	2141	2360	2248	2478	2
			E	2222	2451	2333	2574	2
			F	2313	2549	2429	2676	2
			G	2418	2666	2539	2799	2
Student Engineering Aid	GA50	3012		1681	2043	1765	2145	2
Supervising Laboratory Assistant I	ST80	7890		2389	2903	2508	3048	2
Tax Area Delineator	GC42	3027		2714	3298	2850	3463	2
Textile Technician I	TG50	8084		2262	2747	2375	2884	2
Textile Technician II	TG55	8082		2657	3228	2790	3389	2
Transportation Engineering Technician	GK80	3175	A	2444	2971	2566	3120	2
			B	2903	3527	3048	3703	2
			C	3490	4241	3665	4453	2
Water Resources Engineering Associate (Specialist)	GP20	3042		4414	5364	4635	5632	2
Water Resources Technician I	GP40	3044		2903	3527	3048	3703	2
Water Resources Technician II	GP30	3043		3490	4241	3665	4453	2
Wildlife Habitat Assistant	BQ57	0904		2790	3389	2930	3558	2
Wildlife Habitat Supervisor I	BQ56	0903		3192	3879	3352	4073	2

**UNIT 11 APPENDIX H - TABLE OF CONTENTS**

**H1 SIDE LETTER #10 CALIFORNIA ENVIRONMENTAL PROTECTION  
AGENCY (CalEPA)**

**H1 Side Letter #10 - California Environmental Protection Agency (CalEPA) Agreement dated October, 2000**

The October 2000 agreement between the State and the Union regarding the California Environmental Protection Agency headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

## UNIT 15 APPENDIX I

## SALARY SCHEDULE

## 15 - ALLIED SERVICES

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
ARMORY CUSTODIAN I	DA40	1956		2004	2435	2104	2557	2
ARMORY CUSTODIAN II	DA30	1953		2158	2620	2266	2751	2
ARMORY CUSTODIAN III	DA20	1950		2520	3062	2646	3215	2
ASSISTANT SEAMER	DE60	2079		1971	2396	2070	2516	2
BAKER I	DJ90	2223	A	2367	2877	2485	3021	2
BAKER I	DJ90	2223	F	1972.50	2397.50	2071	2517	2
BAKER I -CORRECTIONAL FACILITY-	DJ95	2224		2367	2877	2485	3021	2
BAKER II	DJ80	2220		2580	3136	2709	3293	2
BAKER II -CORRECTIONAL FACILITY-	DJ85	2221		2580	3136	2709	3293	2
BARBER -CORRECTIONAL FACILITY-	DE85	2086		2199	2671	2309	2805	2
BARBERSHOP MANAGER	DE70	2083		2367	2877	2485	3021	2
BEAUTY SHOP MANAGER	DF10	2091		2367	2877	2485	3021	2
BUTCHER-MEAT CUTTER II -CORRECTIONAL FACILITY-	DK15	2245		2580	3136	2709	3293	2
COOK SPECIALIST I	DJ40	2185	A	2116	2572	2222	2701	2
COOK SPECIALIST I	DJ40	2185	F	1763.33	2143.33	1851	2250	2
COOK SPECIALIST I (CORRECTIONAL FACILITY)	DJ45	2187		2116	2572	2222	2701	2
COOK SPECIALIST II	DJ30	2184	A	2367	2877	2485	3021	2
COOK SPECIALIST II	DJ30	2184	F	1972.50	2397.50	2071	2517	2
COOK SPECIALIST II (CORRECTIONAL FACILITY)	DJ35	2186		2367	2877	2485	3021	2
COOK, CALIFORNIA CONSERVATION CORPS	DJ38	2189		2277	2766	2391	2904	2
ELEVATOR OPERATOR	DD70	2034		1867	2269	1960	2382	2
EXECUTIVE RESIDENCE HOUSEKEEPER, DEPARTMENT OF GENERAL SERVICES	DC60	2049		1971	2396	2070	2516	2
FACILITY ENVIRONMENTAL AUDIT TECHNICIAN	DC69	2097		2229	2711	2340	2847	2
FOOD SERVICE SUPERVISOR I	DK40	2258	A	2199	2671	2309	2805	2
FOOD SERVICE SUPERVISOR I	DK40	2258	S	2201	2674	2311	2808	2
FOOD SERVICE TECHNICIAN I	DK60	2194	A	1837	2231	1929	2343	2
FOOD SERVICE TECHNICIAN I	DK60	2194	F	1530.83	1859.17	1607	1952	2
FOOD SERVICE TECHNICIAN I (CORRECTIONAL FACILITY)	DK65	2196		1837	2231	1929	2343	2
FOOD SERVICE TECHNICIAN II	DK50	2193	A	1971	2396	2070	2516	2
FOOD SERVICE TECHNICIAN II	DK50	2193	F	1642.50	1996.67	1725	2097	2
FOOD SERVICE TECHNICIAN II (CORRECTIONAL FACILITY)	DK55	2195		1971	2396	2070	2516	2
FOOD SERVICE WORKER I (SAFETY)	DK61	2198	A	1837	2231	1929	2343	2
FOOD SERVICE WORKER I (SAFETY)	DK61	2198	F	1530.83	1859.17	1607	1952	2
FOOD SERVICE TECHNICIAN II/SF	DK51	2199	A	1971	2396	2070	2516	2
FOOD SERVICE TECHNICIAN II/SF	DK51	2199	F	1642.50	1996.67	1725	2097	2
FORESTRY COOK I	DJ60	2203		2044	2485	2146	2609	2
FORESTRY COOK II	DJ50	2202		2199	2671	2309	2805	2
HOSPITAL WORKER	TN80	8141		1899	2306	1994	2421	2
HOSPITAL WORKER (SAFETY)	TN81	8146		1899	2306	1994	2421	2
HOUSEKEEPER	DD20	2043	A	1867	2269	1960	2382	2
HOUSEKEEPER	DD20	2043	F	1555.83	1890.83	1634	1985	2

Classification	Schematic	Class	A/R	Current		7/1/03 Increase		WWG
				Minimum	Maximum	Minimum	Maximum	
JANITOR	DC40	2011	A	1867	2269	1960	2382	2
JANITOR	DC40	2011	F	1555.83	1890.83	1634	1985	2
JANITOR -CORRECTIONAL FACILITY-	DC45	2006		1867	2269	1960	2382	2
JANITOR LIMITED SERVICE	DC50	2017		1867	2269	1960	2382	2
JANITOR SUPERVISOR I	DC30	2003		2004	2435	2104	2557	2
JANITOR SUPERVISOR I -CORRECTIONAL FACILITY-	DC35	2005		2004	2435	2104	2557	2
LAUNDERER	DG50	2119		1971	2396	2070	2516	2
LAUNDERER ASSISTANT	DG60	2122		1837	2231	1929	2343	2
LAUNDRY SUPERVISOR I -CORRECTIONAL FACILITY-	DG35	2114	A	2277	2767	2391	2905	2
LAUNDRY SUPERVISOR I -CORRECTIONAL FACILITY-	DG35	2114	S	2278	2770	2392	2909	2
LAUNDRY SUPERVISOR II -CORRECTIONAL FACILITY-	DG25	2111	A	2684	3264	2818	3427	2
LAUNDRY SUPERVISOR II -CORRECTIONAL FACILITY-	DG25	2111	S	2686	3266	2820	3429	2
LAUNDRY WORKER	DG40	2116		2044	2485	2146	2609	2
LAUNDRY WORKER ASSISTANT	DG65	2123		1837	2231	1929	2343	2
LAUNDRY WORKER -CORRECTIONAL FACILITY-	DG45	2117		2044	2485	2146	2609	2
LEAD SECURITY GUARD	DB40	1984		2004	2435	2104	2557	2
MAINTENANCE AND SERVICE OCCUPATIONAL TRAINEE	DD60	9992		1690	1862	1775	1955	2
MOTION PICTURE OPERATOR	MD90	2888		13.67	14.24	14.35	14.95	2
MUSEUM CUSTODIAN	DC85	2042	A	1934	2349	2031	2466	2
MUSEUM CUSTODIAN	DC85	2042	B	2078	2523	2182	2649	2
SEAMER	DE50	2076	A	2277	2766	2391	2904	2
SEAMER	DE50	2076	F	1897.50	2305	1992	2420	2
SEAMER -CORRECTIONAL FACILITY-	DE55	2077		2277	2766	2391	2904	2
SECURITY GUARD	DB50	1985		1934	2349	2031	2466	2
SECURITY GUARD, DEPARTMENT OF DEVELOPMENTAL SERVICES	VC39	1939		2004	2435	2104	2557	2
SERVICE ASSISTANT (FOOD)	DK68	2197		1699	2065	1784	2168	2
SERVICE ASSISTANT (HOSPITAL)	TM25	8256		1749	2125	1836	2231	2
SERVICE ASSISTANT (JANITOR)	DC55	2016		1749	2125	1836	2231	2
SERVICE ASSISTANT (LAUNDRY)	DG70	2124		1699	2065	1784	2168	2
SUPERVISING COOK I -CORRECTIONAL FACILITY-	DJ25	2183	A	2580	3138	2709	3295	2
SUPERVISING COOK I -CORRECTIONAL FACILITY-	DJ25	2183	C	2848	3464	2990	3637	2
SUPERVISING COOK I -CORRECTIONAL FACILITY-	DJ25	2183	S	2582	3140	2711	3297	2
SUPERVISING COOK I -CORRECTIONAL FACILITY-	DJ25	2183	U	2850	3466	2993	3639	2

**UNIT 15 APPENDIX J – TABLE OF CONTENTS**

- J1- SIDE LETTER #10- MANAGEMENT SERVICE OCCUPATIONAL TRAINEES (MSOT'S) CLASS CODE 9992
- J2- SIDE LETTER #11- PILOT INCENTIVE AWARD STUDY – DGS
- J3- SIDE LETTER #12- SECURITY GUARD, DDS
- J4- SIDE LETTER #13- CLASSIFICATION REVIEW
- J5- SIDE LETTER #14- JANITORIAL CLASSIFICATION STUDY
- J6- SIDE LETTER #15- CLASSIFICATION TITLE CHANGE

**J1 Side Letter #10 – Management Service Occupational Trainees (MSOT's) Class Code 9992**

The State and CSEA agree that the Management Service Occupation Trainees – Class Code 9992 are Civil Service employees and that Bargaining Unit 15 is their exclusive representative pursuant to the California Constitution – Article 7, Section 1(a), Government Code Sections 3513 (c) and 19815 and Public Employment Relations Board Regulation 32781.

**J2 Side Letter #11 – Pilot Incentive Award Study - DGS**

The Department of General Services (DGS) will study the feasibility of establishing a one (1) year pilot incentive award program for Bargaining Unit 15 employees for the purpose of reducing sick leave usage and safety accidents.

In the spirit of working cooperatively with the Union, DGS will accept recommendations on alternative funding sources scope and areas of study, and data input from the Union.

DGS will provide the Union a copy of the study within 30 days of completion.

**J3 Side Letter #12 - Security Guard, DDS**

Schem Code: VC 39 Class Code: 1939 The salary for the above classification shall be increased 3.66% effective January 1, 2002. All employees in the class shall be entitled to the 3.66%.

**J4 Side Letter #13 - Classification Review**

The Department of Personnel Administration and the Department of Food and Agricultural shall conduct a classification review of the Security Guard positions (Class Code 1985) at Del Mar, District Agricultural Associations (22<sup>nd</sup> DAA), to determine if the duties currently being performed are appropriate for the class or another classification. The class review shall commence within 90 days of ratification and be completed within the contract period.

Upon completion of the class review, the State shall provide the union with a copy of the results and recommendations.

**J5 Side Letter #14 Janitorial Classification Study**

The State agrees to establish a Joint/Labor Management Committee to study the Janitor classifications. Topics include but shall not be limited to duties performed, equipment operated, cleaning methods utilized, and individual custodial cleaning requirements unique to individual worksites.

The committee shall have an equal number of representatives from the State and the Union and shall convene within no less than 120 days of the ratification of the contract by both parties. Union representatives who are State employees shall suffer no loss in compensation and shall be provided a reasonable amount of State paid release time.

Any recommendations resulting from this study are subject to approval from both parties.

**J6 Side Letter #15 Classification Title Change**

A. During the life of this contract, the Department of Personnel Administration (DPA), the Department of Corrections (CDC) and the California Youth Authority (CYA) shall endeavor to retitle and revise the following classification:

	<b>Class Code</b>	<b>Schem. Code</b>	<b>Classification Title</b>
From:	2183	DJ25	Supervising Cook I (Correctional Facility)
To:	2183	DJ25	Correctional Supervising Cook (Correctional Facility)

**THE DEPARTMENT OF PERSONNEL ADMINISTRATION SHALL ADHERE TO THE APPROPRIATE PROCEDURES FOR CHANGING THE CLASSIFICATION TITLES.ADDENDUM I**

**Time off for Victims of Domestic Violence**

State of California

**MEMORANDUM**

**DATE:** June 20, 2001

**TO:** PERSONNEL MANAGEMENT LIAISONS

**REFERENCE CODE:** 2001-025

**THIS MEMORANDUM SHOULD BE DISTRIBUTED TO:**

Employee Relations Officers  
Personnel Officers

**FROM:** Department of Personnel Administration  
Policy Development Office

**SUBJECT:** Time Off for Victims of Domestic Violence

**CONTACT:** Charlotte Gehringer, Personnel Management Analyst  
(916)323-6938  
FAX: (916) 324-9393  
Email: CharlotteGehringer@dpa.ca.gov

The purpose of this memo is to notify departments of an addition to existing law regarding time off for an employee who is a victim of domestic violence.

Effective January 1, 2001, Assembly Bill 2357 added Section 230.1 to the Labor Code to specify that employers with 25 or more employees may not discharge or in any manner discriminate or retaliate against an employee who is a victim of domestic violence, as defined in Section 6211 of the Family Code, for taking time off to seek medical attention for injuries caused by domestic violence, obtain psychological counseling related to an experience of domestic violence, obtain services from a domestic violence shelter, program, or rape crisis center, or to participate in safety planning to increase safety from future domestic violence.

As a condition for taking time off, the employee shall give the employer reasonable advance notice of the employee's intention to take time off for any of the purposes summarized above, unless advance notice is not feasible. When an unscheduled absence occurs, the employer may require the employee to certify that the absence is a result of domestic violence in the form of a police report, a court order, or medical documentation. An employer would be required to maintain the confidentiality of any employee's request for time off pursuant to provision of this law. The law does not require an employer to compensate an employee for the time taken off under these circumstances, but the employee may use vacation, personal leave, or other compensating time off that is otherwise available to the employee.

An employee whose rights are violated under this section may be entitled to lost wages and reinstatement. An employer who willfully refuses to reinstate an employee under this section may be guilty of a misdemeanor. This law also allows an employee to file a complaint with the Division of Labor Standards Enforcement of the Department of Industrial Relations.

This section does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993.

The provisions of this bill apply to the State as an employer and to State employees. The entitlement of any employee under this law shall not be diminished by a collective bargaining agreement.

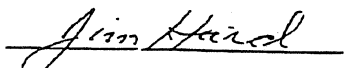
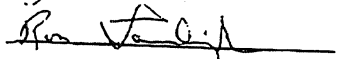
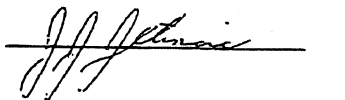

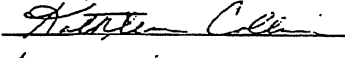
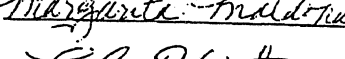
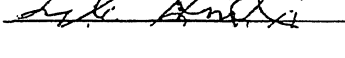
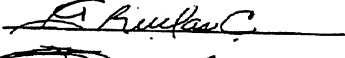
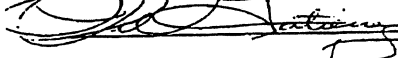
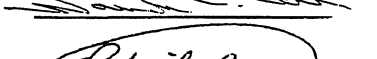
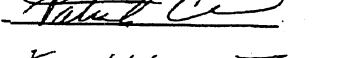
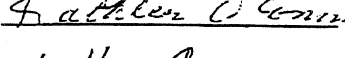
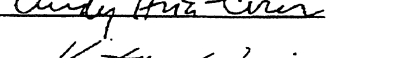
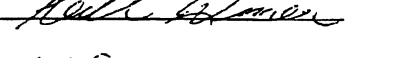
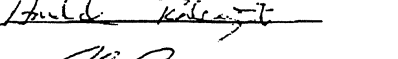
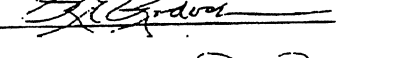
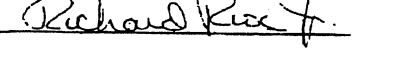
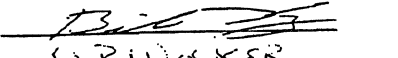
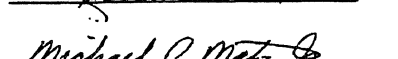
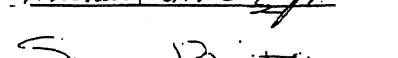
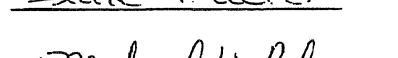
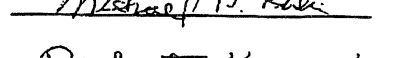
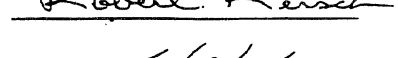
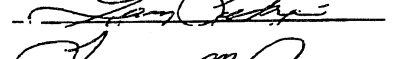
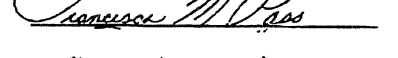
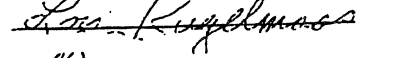
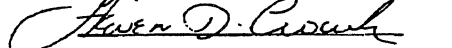
If you have any questions, please contact Charlotte Gehringer at (916) 323-6938.

Bob Painter, Chief  
Policy Development Office



# SIGNATURE PAGES

California State Employees Association  
Service Employees International Union, Local 1000  
AFL-CIO, CLC

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	Ron Landingham, Deputy Director Civil Service Division
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	Neal Johnson Bargaining Unit 1
	Kathleen Collins Bargaining Unit 1
	Margarita Maldonado Bargaining Unit 1
	Lyle Hintz Bargaining Unit 1
	Gustavo Ruelas Bargaining Unit 1
	Will Gutierrez Bargaining Unit 1
	Wanda Lewis Bargaining Unit 1
	Patrick Clark Sr. Labor Relations Representative
	Kathleen O'Connor Sr. Labor Relations Representative
	Andy Hsia-Coron, Chairperson Bargaining Unit 3
	Keith Wimer Bargaining Unit 3
	Harold Raleigh Bargaining Unit 3
	Ralph Rodocker Bargaining Unit 3
	Richard Rios Jr. Bargaining Unit 3
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	Francisca Pass Bargaining Unit 4
	Lois Kugelmass Sr. Labor Relations Representative
	Steven Crouch Sr. Labor Relations Representative

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Dave Hart, Chairperson  
Bargaining Unit 11

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Charles Mentz  
Bargaining Unit 11

Benjamin Lenz

Benjamin Lenz  
Bargaining Unit 11

Reba Imes

Reba Imes  
Bargaining Unit 11

Connie Kabeary

Connie Kabeary  
Bargaining Unit 11

Herman Phillips

Herman Phillips  
Bargaining Unit 11

Brad Willis

Brad Willis  
Bargaining Unit

Pete McClory

Pete McClory  
Sr. Labor Relations Representative

Robin Sherles

Robin Sherles, Chairperson  
Bargaining Unit 15

Bernard "Larry" Leff

Bernard "Larry" Leff  
Bargaining Unit 15

Harry Ledet

Harry Ledet  
Bargaining Unit 15

Frank Apedalle

Frank Apedalle  
Bargaining Unit 15

Raquel Silva

Raquel Silva  
Sr. Labor Relations Representative

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State of California  
Honorable Gray Davis, Governor

Frances Low

Frances Low, Department of Personnel Administration  
Chief Spokesperson, Master Table and Units 4 and 15

Hortencia O. Morales

Hortencia Morales, Department of Personnel  
Administration, Unit 4

Laura Montgomery

Laura Montgomery, Department of Health Services  
Master Table

Bernadette Fees

Bernadette Fees, Department of Fish and Game, Master  
Table

Camille Hollis

Camille Hollis, Department of Personnel Administration,  
Master Table and Unit 15

Ronald Wright

Ronald Wright, Department of Water Resources, Master  
Table

Afonso Ramirez

Afonso Ramirez, Department of Personnel  
Administration, Unit 11

Gordon Lee

Gordon Lee, Department of Developmental Services  
Master Table and Unit 15.

Gerard Anderson

Gerard Anderson, State Controller's Office, Master Table

Medra Patillo

Medra Patillo, Department of Corrections, Master Table  
and Unit 4

Jeanette Williams Gipson

Jeanette Williams Gipson, Franchise Tax Board, Master  
Table and Unit 4

Ray Kelly

Ray Kelly, Franchise Tax Board, Unit 1

Dorothy Allen

Dorothy Allen, Department of Mental Health, Unit 15

Joel Jastrit

Joel Jastrit, Department of Youth Authority, Unit 15

Kristine Rodriguez

Kristine Rodriguez, Department of Justice, Master Table  
and Units 1 and 4.

Robert Losik

Robert Losik, Department of Personnel Administration,  
Chief Spokesperson, Unit 11

Kathryn Cervantes Peterson

Kathryn Cervantes Peterson, Department of Personnel  
Administration, Chief Spokesperson, Unit 3

Anne Arroyo

Anne Arroyo, Department of Corrections, Unit 3

Paul Bestolarides

Paul Bestolarides, Department of Corrections, Unit 3

Dale Wells

Dale Wells, Department Youth Authority Unit 3

Karen Sanders

Karen Sanders, Department of Personnel Administration,  
Unit 3

Roland Hyatt

Roland Hyatt, Department of Personnel Administration,  
Unit 3 Notetaker

Bob Block Brown

Bob Block Brown, Department of Youth Authority,  
Master Table and Unit 3

Dara Manning

Dara Manning, Department of Education, Unit 3

Henry Klopping

Henry Klopping, Department of Education and Unit 3

Leonard Reyes

Leonard Reyes, Department of Department of Water  
Resources Control Board, Master Table and Unit 11

Robert Gorham

Robert Gorham, Board of Equalization, Master Table  
and Units 1 and 4

Paula Lewis

Paula Lewis, Department of Food and Agriculture  
Unit 11

Staci Cain

Staci Cain, Air Resources Board, Unit 1

Lorena Kimura

Lorena Kimura, Department of Youth Authority,  
Master Table.

Norma Sauve

Norma Sauve, Office of Emergency Services, Unit 11

Bruce Arbuckle

Bruce Arbuckle, Department of Motor Vehicles,  
Master Table and Unit 4

Patrick McDermott

Patrick McDermott, Public Utilities Commission  
Master Table and Unit 4

Marilynn Hammer


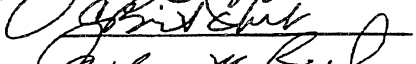
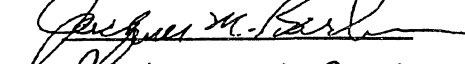
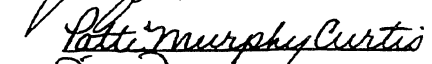
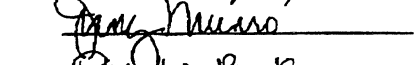
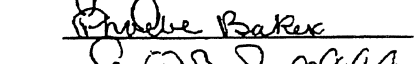
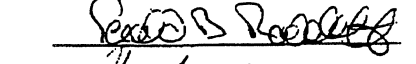
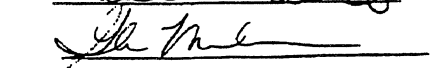
Marilynn Hammer, Department of Transportation  
Master Table and Units 1, 4, and 11

Margie Nagae

Margie Nagae, Department of Social Services  
Master Table, Unit 4

# SIGNATURE PAGES CONTINUED

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Judy Rapoza, Department of Health and Human Services Data Center, Unit 1

Carol Birchett, Department of Conservation, Unit 11

Jacques Barber, Department of Fish and Game, Unit 11

Patty Murphy Curtis, State Teachers Retirement System, Unit 4

Jinny Munro, Department of General Services Master Table and Unit 15

Phoebe Baker, Employment Development Department, Master Table and Unit 1

Jerry Radeleff, Department of Personnel Administration, Chief Spokesperson, Unit 1

Gloria Moore Andrews, Department of Personnel Administration, Chief of Labor Relations

