



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

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Secretary, Government Operations Agency Marybel Batjer  
Director Richard Gillihan  
Acting Chief Deputy Director Pam Manwiller

January 20, 2015

The Honorable Mark Leno  
Chair, Joint Legislative Budget Committee  
Legislative Office Building  
1020 N Street, Room 553  
Sacramento, CA 95818

**Re: Addenda to Bargaining Unit (BU) 20 - the Service Employees International Union (SEIU Local 1000), and BU 21 - SEIU Local 1000, Memoranda of Understanding (MOU) - Various Agreements**

This is to inform you of two agreements reached between the state and BUs 20 and 21- SEIU, (Local 1000).

- The attached BU 20 agreement is regarding Registered Dental Assistants working within the California Department of Corrections and Rehabilitation (CDCR). The agreement changes the language of Section 11.62 of the MOU, which covers the Dental Assistant Registration differential. The CDCR will now be exempted from paying this \$100.00 differential. The agreement also changes the use of both the Coronal Polishing and Ultra Sonic Scaling Certification differentials. In the past, these differentials provided employees \$25.00 per month for possessing the certifications. These differentials will now only apply when an employee is asked to perform one of the duties, not because the employee possesses the certifications.
- The BU 21 agreement will support the revision and retitling of the Department of Education, Bus Driver Training Programs Specialist and Supervisor classifications to Transportation Programs Consultant and Supervising Transportation Programs Consultant. The agreement also provides that within a year, at the request of the Union, the state will meet and discuss compensation for the new classification. However, compensation is not included at this time. CalHR expects to present the proposed classification specifications at the State Personnel Board hearing scheduled for March 5, 2015.

CalHR is submitting these addenda for the Committee's review. If you have any questions please contact Jodi LeFebre, Legislative Coordinator at (916) 327-2348.

Sincerely,

Richard Gillihan, Director  
California Department of Human Resources

Attachments

cc: Members, Joint Legislative Budget Committee

Peggy Collins, Principal Consultant  
Joint Legislative Budget Committee

Camille Wagner, Legislative Affairs Secretary  
Office of Governor Edmund G. Brown Jr.

Mac Taylor, Legislative Analyst  
Office of the Legislative Analyst

Nancy Farias, Deputy Secretary for Legislation  
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ecc:

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Karon Green, Chief Consultant  
Assembly PER&SS Committee

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Senate Republican Caucus

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Dave Ide, Acting Chief  
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AGREEMENT BETWEEN  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1000  
AND THE STATE OF CALIFORNIA  
Concerning the  
REGISTERED DENTAL ASSISTANTS EMPLOYED AT  
THE DEPARTMENT OF CORRECTIONS AND REHABILITATION

This Agreement provides for an amendment and Side Letter to the current Memorandum of Understanding (MOU) for Bargaining Unit 20. The agreement is entered into by Service Employees International Union, Local 1000 (Union) and the State of California (State).

The parties agree to amend section 11.62 of the Bargaining Unit 20 MOU to read as follows:

**11.62 Dental Assistant Registration Differential**

- A. All Dental Assistant classifications, except CDCR Dental Assistant classifications, who have obtained their Registered Dental Assistant (RDA) certification from the State Department of Consumer Affairs shall receive an additional one hundred dollars (\$100) per month upon submitting a copy of the certification to the department head or designee.
- B. All Dental Assistant classifications, except CDCR Dental Assistant classifications, who have obtained Coronal Polishing Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.
- C. All CDCR Dental Assistant classifications who have obtained Coronal Polishing Certification from the Department of Consumer Affairs and who have submitted a copy of their certification to the department head or designee shall receive an additional twenty-five (\$25) for any month they are directed by a licensed dentist to perform coronal polishing on a patient.
- D. All Dental Assistant classifications, except CDCR Dental Assistant classifications, who have obtained Ultra Sonic Scaling Certification from the Department of Consumer Affairs shall receive an additional twenty-five dollars (\$25) per month upon submitting a copy of the certification to the department head or designee.
- E. All CDCR Dental Assistant classifications who have obtained Ultrasonic Scaling certification from the Department of Consumer Affairs and who have submitted a copy of the certification to the department head or designee shall receive an additional twenty-five (\$25) for any month they are directed by a licensed dentist to perform ultrasonic scaling on a patient.
- F. 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.

The parties agree to insert the side letter expressed below into the MOU:

**Side letter: Post and Bid Procedure for Dental Assistant Positions, CDCR**

I. Introduction: The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the "Annual P&B Process" which allows employees to bid twelve (12) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twelve (12) month assignments are in effect. The Inaugural Annual Post and Bid will become effective January 1, 2014 and will result with the P&B assignment placements occurring in July 1, 2014

A. The Health Program Manager III, Supervising Dentist, or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

B. The word "assignment" as used in this section is synonymous with that of "position."

C. Participation in the P&B process is limited to eligible employees. An eligible employee:

- i. Must be a permanent full-time Dental Assistant (DA); probationary employees are excluded.
- ii. Must be permanently assigned to and work at the institution. Eligible employees may participate only in their institution's P&B process. There shall be no inter- institution bidding on assignments.

D. Seniority:

Defined as one point for each qualifying month of full-time departmental Unit 20 service, with ties broken by one point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by "lottery" thereafter.

E. Limits on Bid:

An employee may not make more than one successful open assignment bid each twelve (12) months except when an employee's bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section "VII" subsections "A" and "B" or if an employee is granted a bid under the provisions of Section "IX." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

II. Annual Bid Process

- A. There shall be ninety percent (90%) of all of the DA qualifying positions allotted according to seniority at each California Department of Corrections and Rehabilitation (CDCR) facility that provides dental care.
- B. The specific posts that comprise the ninety percent (90%) will be established through a meet and discuss. The Union and the State will identify an equitable distribution of the preferred work areas, watches, and Regular Days Off (RDO) between

management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss.

C. Participation in the Annual P&B process is voluntary. The choice not to participate shall result in the State assigning the individual to an assignment that remains unfilled after this bid process is completed. The awarding of the ninety percent (90%) P&B assignments will be based on seniority. For example, the most senior DA bidding for a P&B assignment will be awarded his/her first choice. This awarding of P&B assignments will continue in order of seniority until the P&B process is completed, with all the ninety (90%) assignments being awarded or the bids submitted have been exhausted.

D. Timeframes:

i. The annual bid cycle begins in the month of April for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than April 1st every year.

ii. Unless otherwise contested by April 15, an employee's seniority as posted on April 1, shall determine the employee's placement on the seniority list.

iii. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4 p.m. on May 1, or 4 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.

iv. An employee may voluntarily withdraw from participating in the Annual Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at the State's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either the State's or the Union's positions.

v. Failure on the part of the employee to submit a request form by 4 p.m. on May 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at the State's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either the State's or the Union's positions.

vi. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at the State's discretion.

vii. The new assignments will begin the first Monday in July on the first watch.

viii. The time frames will be agreed upon at the local level by the Union and Management.

III. Interim Vacancy Bidding Process

A. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments. If the State determines to fill the vacant position, created while the annual assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The

vacant assignments that have been determined by the State to be filled by bid shall be subject to the terms and conditions of this section.

B. As DA assignments become available, they shall first be reviewed by the State to determine whether they will be filled, posted for bid, or filled without posting.

C. The filling of vacancies by either promotions from eligible lists or external lateral transfers is not subject to P&B.

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

E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twelve (12) month cycle. Upon request, the Union shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.

F. Each notice shall remain posted as provided for in "POSTING ASSIGNMENTS" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "BIDDING" process below. All bids must be submitted by 4 p.m. on the fifteenth (15th) day of posting.

G. At the end of the fifteen (15) day bid period, the eligible bidded employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion and shall be counted neutral.

IV. Posting Assignments: Those assignments which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

- A. Identification posting number
- B. Unit (or ward), yard, or other assignment
- C. Shift
- D. Days off or rotation pattern and cycle
- E. Time base
- F. Deadline for bid submittal and where to be submitted
- G. Special qualifications (if any).

#### V. Bidding

A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:

- i. The original to the location designated on the bid form,
- ii. A copy to the Union designated steward, and
- iii. The bidding employee.

B. Bid forms shall include the

- i. Identification posting number,
- ii. The employee's name,

- iii. Classification,
- iv. Seniority points,
- v. Current work location, and
- vi. business telephone number.

The form must be dated and signed by the employee.

C. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Worker's Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days the State shall decide whether or not to fill the position. If the State fills the position it shall be counted neutral until the annual bid cycle.

D. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at the State's discretion.

#### VI. Other Factors

A. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after it is determined he/she qualifies to resume the duties.

- i. If an absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.

- ii. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.

- iii. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.

B. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.

C. Employees who laterally transfer after May 1 will be precluded from the bid process until the next open bid process.

#### VII. Deletions and Changes

A. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

B. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall

be notified of the proposed changes and the reason for such changes in writing. If the employee desires to remain in the altered assignment, he/she shall notify management of that desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

#### VIII. Transfers

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

#### IX. Denial of Bid

A. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, his/her right to bid or hold assignments 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 assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.

B. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been conducted and if the charges have not been substantiated, the employee shall be returned to his/her bid assignment.

C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments 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 assignments restored. The reason for denial to bid shall be in writing and given to the employee.

D. Employees losing their right to bid or hold assignments as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.

E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised his/her eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDOs on the same watch, if available and if requested by the employee.

F. 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. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

## X. Floating

If it becomes necessary to temporarily float employees to another Unit 20 DA position in order to provide coverage, each CDCR institution shall establish a rotational system that distributes floating by inverse seniority on an equitable basis.

## XI. Involuntary Removal

Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDOs and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

## XII. 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 in accordance with the following:

- A. If such bid or position creates a nepotism situation, notice must be given to the employee.
- B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
- C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

## XIII. Disputes

- A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable;
- B. 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.
- C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit his/her complaint to the first formal level of review within the normal time frames specified in the grievance process;
- D. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or

E. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

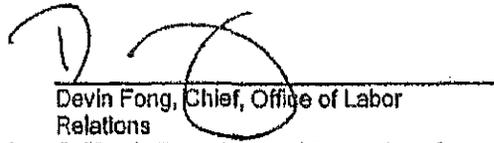
Date: 12/5/2014

  
Rionna Jones, Chair  
Bargaining Unit 20

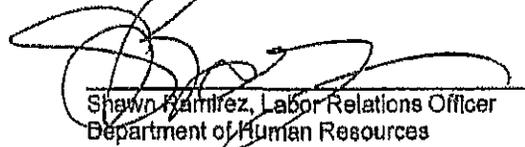
Date: 12-5-14

  
Brooke Pierman, Senior Staff Attorney  
SEIU Local 1000

Date: 12/4/2014

  
Devin Fong, Chief, Office of Labor  
Relations  
California Department of Corrections &  
Rehabilitation

Date: 12/5/2014

  
Shawn Ramirez, Labor Relations Officer  
Department of Human Resources

Date: 12/5/2014

  
Stephanie Schleit  
Labor Relations Counsel  
Department of Human Resources

11-24  
2014

November 24, 2014

SEIU Local 1000 (Union) and the State of California (State)

Bus Driver Training Specialist  
Classification and Compensation

This letter of agreement addresses the classification specification and compensation issues for the Bus Driver Training Specialist.

1. Revised Classification Specification

The State agrees to submit to the State Personnel Board (SPB) and the Union agrees to support the attached revised Bus Driver Training Specialist classification specification which will be renamed the Transportation Programs Consultant, Department of Education. This classification will become part of a new series which includes the Supervising Transportation Programs Consultant, Department of Education. The revised classification specification shall be submitted to the SPB no later than thirty (30) days from execution of this agreement. The State shall send the Union the "SPB Board Item Package" at the time it is submitted to SPB.

Upon adoption by the SPB, the classification study issue, described in Article 14.23.21 of the current Memorandum of Understanding between the parties, is resolved.

2. Compensation

Within a year, at the request of the Union, the State agrees to meet and discuss compensation as well as the progress of the new Transportation Programs Consultant, Department of Education classification.

Date: 11-24-14

SEIU LOCAL 1000

Miguel Cordero  
[Signature]  
Danna Anderson  
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STATE OF CALIFORNIA

[Signature] 11-24-14  
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