

DEPARTMENT OF PERSONNEL ADMINISTRATION

OFFICE OF THE DIRECTOR
1515 "S" STREET, NORTH BUILDING, SUITE 400
SACRAMENTO, CA 95811-7258



January 31, 2011

The Honorable Mark Leno
Chair, Joint Legislative Budget Committee
State Capitol, Room 4061
Sacramento, California 95814

Re: Addenda for Bargaining Unit (BU) 12 - International Union of Operating Engineers (IUOE) Craft and Maintenance Employees, BU 16 - Union of American Physicians and Dentists (UAPD), BU 18 - California Association of Psychiatric Technicians (CAPT), and BU 19 - American Federation of State, County and Municipal Employees (AFSCME) regarding Professional Development Days (PDDs)

Recently, DPA and Bargaining Units (BU) 12, 16, 18, and 19 agreed to provide represented employees two professional development days (PDD) per fiscal year without loss to the affected employees' compensation (please see attached). The State will provide these PDDs effective November 2, 2010. For clarification, BUs 16 and 19 had one PDD in their recently-enacted Memoranda of Understanding (MOU). These recent agreements provide an additional PDD, making a total of two PDDs, for affected BU 16 and 19 employees. These agreements are addenda to the above Bargaining Units' current MOUs. In accordance with Government Code Section 3517.63(b), DPA is providing these MOU addenda for the Committee's information. These agreements do not require an appropriation as there are no additional costs associated with these addenda.

Affected employees are to use the PDDs for activities such as professional association activities, professional and/or personal development seminars, to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employees' discretion. Employees must use the two days within the fiscal year they are granted. The PDDs cannot be accumulated or cashed-out. Affected employees may request to use PDDs before using other types of leave and the days do not count as time worked for purposes of computing time-off for overtime.

Please note that section 10.13(4) is the relevant language for BU 16's agreement. Section 14.1(K) is the relevant language for BU 19's agreement.

We regret our delay in transmitting these addenda to you. Due to the transition and several staff changes in our Labor Relations Division, our notification is late. If you have any questions, please contact Tom Dyer, Legislative Director at (916) 327-2348.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald Yank".

Ronald Yank
Director

Attachment

cc: Members, Joint Legislative Budget Committee

Jody Martin, Principal Consultant
Joint Legislative Budget Committee

Gareth Elliot, Legislative Affairs Secretary
Office of Governor Brown

Mack Taylor, Legislative Analyst
Office of the Legislative Analyst

ecc: Nick Schroeder, Consultant
Office of the Legislative Analyst

Maureen Ortiz, Consultant
Senate Appropriations Committee

Marianne O'Malley, Director Gen. Government
Office of the Legislative Analyst

Geoff Long, Chief Consultant
Assembly Appropriations Committee

Richard Gillihan, Asst. Program Budget Manager
Department of Finance

Roger Dunstan, Consultant
Assembly Appropriations Committee

Craig Cornett, Chief Fiscal Policy Advisor
Office of the Pro Tem

Pamela Schneider, Consultant
Senate PE&R Committee

Charles Wright, Chief Consultant
Office of the Pro Tem

Karon Green, Chief Consultant
Assembly PER&SS Committee

Chris Woods, Budget Director
Office of the Speaker

Scott Chavez, Consultant
Senate Republican Caucus

Greg Campbell, Chief Consultant
Office of the Speaker

Terry Mast, Consultant
Assembly Republican Caucus

Seren Taylor, Staff Director
Senate Republican Fiscal Office

Alene Shimazu, Chief
Fiscal Analysis, DPA

Chantele Denny, Consultant
Senate Republican Fiscal Office

Julie Chapman, Chief
Labor Relations, DPA

Anthony Archie, Consultant
Assembly Republican Fiscal Office

Randy Fisher, LRO
Labor Relations, DPA

Eric Swanson, Staff Director
Assembly Republican Fiscal Office

Keely Bosler, Staff Director
Senate Budget Committee

Kris Kuzmich, Consultant
Senate Budget Committee

Christian Griffith, Staff Director
Assembly Budget Committee

Joe Stephenshaw, Consultant
Assembly Budget Committee

Bob Franzoia, Staff Director
Senate Appropriations Committee

Bargaining Unit 12 Addendum

Agreement State of California
and BU 12 I.U.O.E.

In the interest of promoting harmonious labor relations, the State of California and the International Union of Operating Engineers representing Bargaining Unit 12 agree to implement the following language regarding Professional Development Days:

The State shall provide to all BU 12 employees, two (2) days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

This agreement expires on July 1, 2012 and is an addendum to the July 1, ²⁰¹⁰ 2012 to July 01, 2012 Agreement.

11-19-10

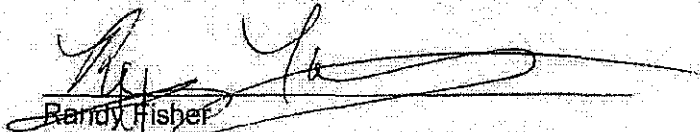
Date



Tim Neep
International Union of Operating Engineers

11/19/10

Date



Randy Fisher
Department of Personnel Administration

Bargaining Unit 16 Addendum

Management Proposal

Bargaining Unit: 16

Date: _____

Exclusive Representative: UAPD

Subject:

10.13 Licensure - Continuing Medical Education Leave

As a condition of employment with the State of California, maintenance of required licensure is the responsibility of the employee. For courses directly related to maintaining licensure, the State shall provide each Unit 16 employee up to seven (7) days per fiscal year of Continuing Medical Education (CME) leave and reasonable travel time. Continuing Medical Education (CME) is defined as including continuing Dental and continuing Podiatric Education.

1. It is understood by both the State and UAPD the importance for Unit 16 employees to utilize the seven days per fiscal year to attend conferences and courses directly related to maintaining licensure. The State shall not require Unit 16 employees to utilize furlough leave or Personal Leave 2010 to attend conferences directly related to maintaining licensure. The time used for CME leave, regardless of location, shall be considered the same as other paid leave, (i.e. Vacation, Annual Leave). CME leave shall not be subject to any other leave cash-out provisions nor shall CME leave be cashed-out at separation or retirement. CME leave shall be carried over to the next fiscal year if the employee is denied the opportunity to use his/her CME leave during the fiscal year. Employees must request to use CME leave for it to be considered denied. No more than one year CME leave maybe carried over to the next year and total CME leave carry over may not exceed 14 days at any time. Employees attending training in order to meet licensure requirements under this Article shall be considered to be on approved CME leave. Requests for CME leave must be submitted to the supervisor or designee at least one month prior to the CME training. The department or designee shall approve or deny requests for CME leave within fifteen (15) thirty (30) workdays. CME requests shall not be unreasonably denied.
2. The State, will approve employee requests for actual cost, but not to exceed \$1000 for tuition and/or registration fees, cost of course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for courses directly related to maintaining licensure. Requests for out-of-state travel reimbursement may be approved in accordance with 10.13 9.7 D below. Employees working less than full-time shall be entitled to a pro-rated amount of the \$1000. In the Department of Social Services, compliance with Social Security Administration Program Operation Manual System Section No. DI 39621.410 is required.
3. BU 16 members in the Department of Health Services (DHS) and the Department of Social Services (DSS) shall be allowed to establish separate in-house CME programs in each department. No DSS time or resources are to be used to develop, implement or maintain the CME program. The

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Management Proposal

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~~resultant CME programs will be used as part of the fifty six (56) hours and \$1000 dollar reimbursable expenses of CME for physicians, dentists and pediatricists. The programs will be cost neutral for DSS (no cost) and DHS (no additional cost).~~

~~DSS will provide meeting facilities for the DSS CME programs in accordance with standardized departmental procedures. Participation by BU 16 members is voluntary. In house education programs already in place are not affected by the above CME programs.~~

~~D. The Department Director or designee State may approve out of state travel expenses and per diem for professionally related training CME under this Article not to exceed \$1000 dollars per fiscal year. When employees seek travel reimbursement for out of state travel expenses, authorization must be obtained in advance.~~

~~Pursuant to Government Code Section 3522, All out of state travel claims or expenses for CME must be approved by the Department Director and/or designee.~~

~~E. Approval for reimbursable out service training may be denied if the same or similar accredited training is available through in service training or if the maximum allowable rates are exceeded.~~

~~3. This provision supersedes department policy and any other referenced procedure with regard to the administration of CME.~~

~~4. In addition, the State shall provide to all Unit 16 employees, one day per calendar year (without loss of compensation) for activities such as, professional association activities, professional development seminars, etc., to promote professional growth and to enhance professional goals. These activities are at the employees' expense and therefore the choice of professional growth activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.~~

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Bargaining Unit 18 Addendum

Agreement State of California
and CAPT

In the interest of promoting harmonious labor relations, the State of California and the California Association of Psychiatric Technicians (CAPT) agree to implement the following language regarding Professional Development Days:

The State shall provide to all employees, two (2) days per fiscal year (without loss of compensation) for activities such as, professional association activities, professional and/or personal development seminars, etc., to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employees discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

On July 1, 2012, as an addendum to the 2010-
11-18-10

Date

Ken Murch

Ken Murch

California Association Of Psychiatric Technicians

11-18-10

Date

Patrick Gage

Patrick Gage

Department of Personnel Administration

*This agreement expires
Contract 11-18-10*

Bargaining Unit 19 Addendum

Management Proposal

Bargaining Unit: 19

Date: June 14, 2010

Exclusive Representative: AFSCME
Subject: Section 14.1 – Professional Education And Training

The State and AFSCME propose to make the following changes:

- A. It is the intent of this Article to provide for the fair and equitable approval and/or disapproval of Unit 19 non-mandatory training requests to the extent it is practical and within available training resources.
- B. Professional education/training is designed to increase an employee's professional growth and job-related development; to maintain good standing for chaplains; or to increase an employee's job proficiency. This training is not otherwise required by the department under mandatory training.
- C. The State shall encourage such professional education/training by authorizing up to five (5) days per fiscal year without loss of compensation for professional education and training (see also ~~K~~ L below). This professional education and training must be approved in advance by the department head or designee. Such time shall not be accumulated beyond the fiscal year.
- D. The State shall consider requests for out-of-state travel for training purposes by Unit 19 employees. All out-of-state travel for training purposes must be approved pursuant to Government Code Sections 11032 and 11033.
- E. Employees may request reimbursement for tuition and/or registration fees, cost of course-related books, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for training authorized under this Article.
- F. Approval for out-service training may be denied if the same or similar accredited training is available through in-service training.
- G. Employees attending training under this Article shall remain on active payroll status. All benefits accruing under the provisions of this Agreement shall continue during attendance at such training.
- H. All education and training requests for time and/or reimbursement should be submitted in writing and written departmental approval or reasons for denial shall be provided to the employee within ten (10) work days of a request for time only and twenty (20) work days for a reimbursement request.
- I. When an employee's request for training is denied, the State will give consideration to this fact when reviewing the employee's next request for training. In any case this provision shall not decrease current practice.
- J. The State will consider professional growth and development needs when determining training monies for non-required training. Upon request, the appointing authority shall make available, where feasible, to the Union information on training policies, practices, procedures for requesting, and status of current training funds.

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Pam Manville
Jackie Combs

Management Proposal

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- K. The State shall provide to all Unit 19 employees, one day per calendar year (without loss of compensation) for activities such as, continuing education training, professional association activities, professional development seminars, etc., to promote professional growth and to enhance professional goals. These activities are at the employees' expense and therefore the choice of professional growth activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.
- L. Nothing in this article shall prevent the State from granting requests in excess of the above minimums or requests for items not herein addressed.

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Jackie Cenants
Pam Manville