

MEMORANDUM

TO: PERSONNEL MANAGEMENT LIAISONS DATE: March 13, 2001²
REFERENCE CODE: 2002-016

THIS MEMORANDUM SHOULD BE DISTRIBUTED TO:

Employee Relations Officers
Personnel Officers

FROM: Department of Personnel Administration
Labor Relations Division

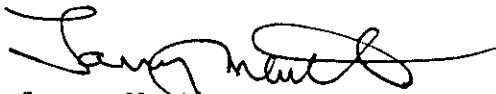
SUBJECT: Unit 7 Contract, Implementation Date and Education Differential

CONTACT: Larry Menth, Labor Relations Officer
(916) 324-9356, CALNET 454-9356
FAX: (916) 322-0765

Email: LarryMenth@dpa.ca.gov

The attached stipulated settlement agreements have been provided for your information and implementation. These agreements settled a number of Unit 7 grievances that were appealed to the Department of Personnel Administration. Amended pay letters are forthcoming that will allow you to implement items that require retroactive differentials. On those items not requiring a pay letter, please take the necessary steps to implement them as soon as possible.

Should you have any questions, please contact me.



Larry Menth
Labor Relations Officer

Attachment

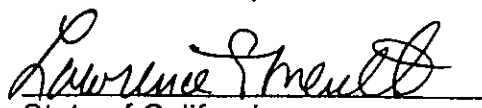


SETTLEMENT AGREEMENT


The State of California (Department of Personnel Administration and the Department of Industrial Relations), EMPLOYER, and the California Union of Safety Employees (CAUSE), as the exclusive representative for Bargaining Unit 7 (Protective Services and Public Safety), in settlement of Grievance No. 01-07-0046, hereby agree that:

1. DPA will produce and transmit to the affected departments and agencies an amended pay letter indicating that the effective date shall be October 19, 2001. These items are:
 - a. Park Rangers/Wardens/Lifeguards \$175.00 differential
 - b. Longevity pay for Peace Officer/Firefighter classifications
 - c. Education differential for Peace Officer/Firefighter classifications
 - d. Geographic pay for Park Rangers/Wardens/Lifeguards
 - e. Public Safety Dispatcher Recruitment and Retention \$300.00
2. In instances, where items are reimbursable after submission of a travel expense claim, affected employees who have submitted any claims filed for October 2001 shall resubmit their claims with a copy of the previously filed claim. The amended claim shall be paid at the rates specified in the 2001-2003 contract, as of October 19, 2001. These claims must be submitted no later than 60 days after the parties sign this settlement. Items that fall under this paragraph are those covered by the Business and Travel and Transportation incentives provisions of the 2001-2003 contract.
3. CAUSE hereby withdraws the subject grievance.
4. Nothing contained in this settlement agreement shall be considered as admission of any contract violation.
5. Nothing in this settlement agreement shall be considered as binding precedent upon the EMPLOYER and CAUSE.

DATED: 3/4/02



State of California,
Department of Personnel
Administration



California Union of Safety
Employees 7/22/02

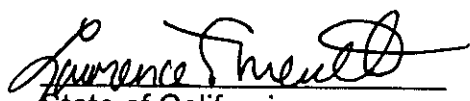


SETTLEMENT AGREEMENT

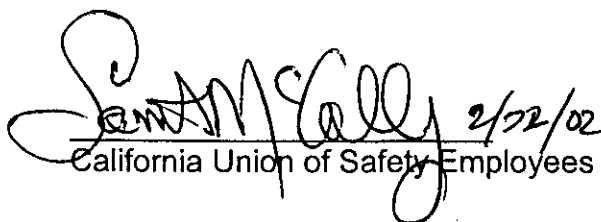
The State of California (Department of Personnel Administration and the Department of Industrial Relations), EMPLOYER, and the California Union of Safety Employees (CAUSE), as the exclusive representative for Bargaining Unit 7 (Protective Services and Public Safety), in settlement of Grievance No. 02-07-0006 hereby agree that:

1. Eligible employees shall provide their respective departmental employer a signed statement to the effect that proof of education/post certification has already been supplied to the employer as a result of meeting the minimum qualifications for their respective positions, or was otherwise supplied to the respective departments prior to October 31, 2001.
2. The employer shall consider such statement proof that the employees' education/post certification was valid on October 31, 2001, and communicate such through a Personnel Management Liaisons (PML) to the individual departments.
3. All other employees shall be considered eligible for the education/post certification differential on the first of the month following submission by the employee to the respective department of proof of education/post certification as described in the Memorandum of Understanding, 2001-2003.
4. CAUSE hereby withdraws the subject grievance.
5. Nothing contained in this settlement agreement shall be considered as admission of any contract violation.
6. Nothing in the settlement agreement shall be considered as binding precedent upon the EMPLOYER and CAUSE.

Dated: 3/4/02



Lawrence Shultz
State of California
Department of Personnel
Administration



Sam Kelly 2/22/02
California Union of Safety Employees

