

Adult Parity Agreement

This addendum was signed August 1, 2007 changing certain sections of the existing contract for BU3 credentialed staff working in the Division of Adult Institutions (DAI) of CDCR.

CDCR, OCE 220 Day Academic Year Annual Modification

The CDCR, OCE, Superintendent, hereby agrees that he/she will provide the Union with copies of the proposed CDCR, OCE 220 Day Academic Calendar(s) 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 thirty (30) days from the date of notice to the Union, the Superintendent shall be free to implement the calendar(s) unilaterally. In the event of an emergency or of events beyond the control of the Superintendent of Education, CDCR, OCE shall be free to make such change in any or all of the academic calendars for the CDCR, OCE as are required by operational necessity.

Additional Instructional Assignments (Unit 3)

A. A CDCR, OCE Unit 3 eligible employee, who is authorized or directed to provide additional instructional assignments outside of the regular work schedule, shall be compensated in the following manner:

1. Additional instructional service shall be compensated in fifteen (15) minute increments.
2. Each hour of additional instructional service shall be compensated equivalent to one-eighth (1/8) of the employee's daily rate of pay.
3. Additional instructional service shall be compensated on a cash basis.

B. No employee will be directed to provide additional instructional assignments outside of the regular work schedule, prior to the solicitation of volunteers.

Educational Leave (Unit 3)

- A. Effective August 1, 2007, all affected CDCR, OCE Unit 3 eligible employees shall cease Educational Leave accrual, as provided in section 8.28, Educational Leave.
- B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Educational Leave credits accrued prior to the termination of accrual described in paragraph A. above.
- C. Any CDCR/OCE, Unit 3 eligible employee who have requested and been granted approval for an education leave prior to August 1, 2007, shall have the education leave approval honored during the remainder of the 2007 calendar year (December 31, 2007).
- D. Any eligible, full-time CDCR, OCE, Unit 3 eligible employee, will be permitted to use available, approved Education Leave credits pursuant to Article 8.28.3, Education Leave of this MOU.

Holidays

- A. Effective August 1, 2007, all affected CDCR, OCE, Unit 3 eligible employees shall not be entitled to official observed State holidays with pay. These days shall be observed as unassigned, non-work days.
- B. For all CDCR, OCE, Unit 3 eligible employees, when an observed holiday falls on an employee's unassigned, non-work day, and the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.

Vacation/Annual Leave

- A. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.
- B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Vacation/Annual Leave credits accrued prior to the termination described in paragraph A. above.
- C. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall be precluded from using Vacation Leave credits, except:
 - 1. as provided for in section 8.16, FMLA; or
 - 2. in exceptional situations not covered by section 23.9, Personal Necessity Leave, on a case-by-case basis and subject to supervisory approval.
- D. Any affected CDCR, OCE, Unit 3 eligible employee employed on August 1, 2007 and who has had vacation approved for a period between August 1, 2007 and December 31, 2007, shall have the previously approved vacation honored.

Personal Necessity Leave

- A. A new CDCR, OCE, Unit 3 eligible employee, upon successful completion of ninety (90) scheduled academic calendar work days, shall be credited with three (3) Personal Necessity Days on the first day of the following month.
- B. All current CDCR, OCE, Unit 3 eligible employees shall be credited with three (3) Personal Necessity Days on the first work day of each academic calendar year annually, so long as, the accrual does not result in a total balance in excess of six (6) Personal Necessity Days.
- C. Personal Necessity Leave may be utilized by an eligible employee who has sufficient leave for circumstances that are serious in nature, which cannot be expected to be disregarded, and which, necessitate immediate attention and cannot be dealt with during off-duty hours.
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking his or her Personal Necessity Day. A Personal Necessity Day may be granted with less than five (5) working days notice.
- E. Upon termination from State employment, the employee shall be paid for all accrued Personal Necessity Days.

Credits for Salary Advancement

- A. Acceptable credits will be limited to new semester (or equivalent quarter) credits earned in an accredited college or university, including credits for continuing education courses if taken from an accredited college or university. In addition,

vocational education teachers shall receive one unit of semester credit for each forty-five (45) hours worked in industry in a position directly related to the teachers/instructor's vocational education instructional area. College credits, continuing education credits and any work credits from industry for vocational education teachers will be pertinent to the employee's position and not be a repetition of previously acquired credits or work experience.

- B. Continuing education units required for current professional license/certification and/or continuing education units or work experience directly related to course curriculum and/or professional development, that are offered by approved providers may be accepted for salary advancement with prior approval from an immediate supervisor.
- C. For the purpose of salary advancement CDCR, OCE, Unit 3 employees may also receive both professional growth and salary advancement as long as there has been prior approval for such an action from an immediate supervisor or program director as follows:
 - 1. Credits used for salary advancement shall have some relevance to the field of instruction of the teacher or specialist seeking credit.
 - 2. In lieu credit may be granted for engaging in projects and/or OCE approved workshops regarding the improvement of instruction and curriculum within the teacher's school or community at the rate of fifteen (15) hours equal to one credit. No more than three (3) credits will be granted in one year.

Joint Labor Management Committee

The CDCR, OCE, DJJ/CEA, the DPA, and SEIU, Local 1000 agree to meet at least monthly for twelve months to address issues that arise from this change.

220 Day Academic Work Year

- A. The CDCR, OCE, 220 Day Academic Work Year implementation date is August 1, 2007 through July 31, 2008.
- B. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall work a 220 day Academic Calendar year. The CDCR, OCE, 220 Day Academic Calendar Year shall consist of 208 instructional days, and 12 staff development/training days.
- C. Employees shall be compensated for said work at their normal daily rate of pay, per article concerning Salary Schedule Placement (as soon as it is assigned a number, it will be identified here).
- D. Employees assigned to a 4/10/40 work schedule Pilot shall work the number of days indicated on the Shift A, Shift B or Shift C Calendars.

Teacher Service Credit

Bargaining Unit 3 employees who work in the Department of Mental Health, Department of Developmental Services, Department of Education, or Department of Rehabilitation and who transfer to CDCR, OCE, will be granted full State service credit and be placed accordingly on the CDCR, OCE salary schedule.

All transfers will be placed according to Article concerning Salary Schedule Placement (as soon as it is assigned a number, it will be identified here).

CDCR, OCE 220 Day Academic Work Year-4/10/40 Work Schedule Pilot

- A. The CDCR shall establish a 4/10/40 work schedule Pilot for Institutions that have eligible BU 3 employees currently assigned to this schedule.
- B. These above employees who are assigned the 4/10/40 work schedule shall work according to the Academic Calendar in Shift A, B or C, as assigned by management.
- C. If changes to this Pilot schedule are necessary or employees are reassigned to a regular academic schedule, the Department shall provide the employees 45 days written notice of said change.

Ratification

This agreement will be effective on the first work day of the 2007-2008 CDCR 220-Day Academic Calendar Year as follows:

- The tentative agreement is approved by the Legislature.
- The expenditure of funds is approved by the Legislature.
- The agreement is ratified by SEIU represented CDCR/BU 3 eligible employees.

Non-Credentialed Re-Entry Program Instructors

- A. Compensation for all RPI classified employees who do not possess a valid credential in good standing, with the State Teacher Credentialing Commission shall be compensated in accordance with the attached salary schedule.
- B. All provisions in this agreement shall apply to the RPI classified employees.
- C. A Re-Entry Program Instructor, upon submission of a valid credential will be placed on the Academic Teacher / Vocational Instructor CDCR, OCE Salary schedule, pursuant to Article concerning Salary Schedule Placement (as soon as it is assigned a number, it will be identified here).

Re-Entry Program Instructor – First Right of Refusal

When the Department decides to fill a position in a classification for which an RPI has the necessary credentials, the RPI shall be offered said position before any other offer is made. If two or more RPI's have the same eligibility, the individual with the highest number of continuous Departmental months seniority shall be offered the open position. If the eligible RPI does not accept the position, the Department is free to fill at their discretion.

This provision will remain in affect until no RPIs candidates remain or that have either been offered a Vocational Instructor position or hold a credential that is not used by the department.

CDCR Office of Correctional Education, Academic Teacher/Vocational Instructor Salary Schedule

Salary Schedule Placement

A. A current CDCR, OCE, Unit 3 eligible employee, effective August 1, 2007, shall be compensated in accordance with the DJJ/CEA Unit 3 – Salary Schedule designated by the CDCR, OCE Superintendent and as follows:

Sacramento: Pelican Bay; CA Correctional Center (Susanville); High Desert (Susanville); CA Medical Facility (Vacaville); CA State Prison Solano (Vacaville); CA State Prison Sacramento; Folsom; CDCR Headquarters.

San Joaquin: Deuel Vocational Institution (Tracy); Sierra Conservation Center (Jamestown)

Amador: Mule Creek

San Luis Obispo: Correctional Training Facility (Soledad); Salinas Valley (Soledad); CA Men's Colony (San Luis Obispo)

Ventura: none

San Bernardino: CA State Prison San Quentin; CA Institution for Men (Chino); CA Institution for Women (Frontera); CA Rehabilitation Center (Norco); Ironwood (Blythe); R.J. Donovan Correctional Facility at Rock Mountain (San Diego); Calipatria; Centinela; Chuckawalla.

Los Angeles: Valley State Prison for Women (Chowchilla); Central CA Women's Facility (Chowchilla); Pleasant Valley (Coalinga); Avenal State Prison; CA State Prison Corcoran; Substance Abuse Treatment Facility (Corcoran); North Kern (Delano); Kern Valley (Delano); Wasco; CA Correctional Institute (Tehachapi); Los Angeles County (Lancaster).

B. For initial placement effective August 1, 2007, no teacher will be paid below his/her current daily rate earned on July 31, 2007. To calculate the new daily rate, first calculate the employee's annual salary by multiplying the current monthly salary by twelve (12 months). Divide the annual salary rate by 220 (work days) and multiply the number (work day rate) by 1.054 (5.4%).

Current monthly salary times (x) 12= Current Annual Salary.

Current Annual Salary divided by 220 times (x) 1.054=Daily rate.

If the daily rate that is calculated does not match any daily rate figures on the respective salary schedule, the employee will be paid the next highest daily rate.

C. The parties agree that the calculation will provide all affected employees with a starting pay rate until the terms of E. below are met.

D. Current CDCR, OCE, Unit 3 employees initially placed on the salary schedule based upon salary, establishes the individuals' qualifications for that range. All employees hired prior to August 1, 2007, who are initially placed into the salary schedule based upon salary, will move in range upon completion of twelve (12) credits through Range E for Vocational Instructors and Range F for Academic Teachers.

E. Affected employees shall be permitted to submit official documents by December 31, 2007, to support initial placement or advancement on the salary schedule. No documents shall be accepted from employees after December 31, 2007. Adjustments to initial

placement or advancement will result in retroactive payments to the employees date of hire, but in no case prior to August 1, 2007.

F. Upon the implementation of D. above, a current CDCR, OCE, Unit 3 eligible employee shall be placed on the salary schedule first by education above the Bachelor's Degree or for career-technical teachers the equivalent of a Bachelor's Degree (High School Diploma plus seven (7) years of college work and in trade work experience) and second by years of full-time credentialed teaching experience.

G. For current and new employees with less than ten (10) years of State credentialed service, outside qualifying experience in a full-time credentialed teaching position can be used to place the employee up to a maximum of Step 10.

H. Additional daily rate incentives may be paid for hard to fill classifications.

I. Each step/range moving either down/across is a 3.5% increase. Steps are credentialed years of service. Range increases are attained by completing additional education credits as described on the salary schedule.

Equity Adjustments

CDCR, OCE Unit 3 eligible employees, excluding Librarians, shall not receive the five percent, 5% equity adjustment due on January 1, 2008.

R&R for placement purposes

Article 11.20 shall no longer be applicable to the eligible employees under this agreement.

Only Eligible employees who have received at least one R&R payment shall qualify for the following:

- a. Employees who have less than a qualifying period for the full R&R shall receive a pro-rated amount which shall be applied to their initial salary placement factor.
- b. Employees who have a full qualifying period effective July 31, 2007 shall have the full R&R applied to their initial salary placement factor.

Application of DJJ Salary Schedule to CDCR, OCE Employees

CDCR, OCE Unit 3 eligible Employees will use the same salary schedules used in DJJ.

Salary Schedule Footnote

Employees working any 4/10 schedule shall be placed, initially, by using the 5/8 formula and the 5/8 daily rate. Once placed in the salary range and step, the 5/8 daily rate shall be converted to the 4/10 daily rate by multiplying the 5/8 daily rate by 1.25.