Guy Burghgard

TAQ 11:23 pm



Union Proposal
Bargaining Unit 3

Date 8-7-19

**Proposal No: 1** 

The Union proposes the following rollover language:

25.1.3 CDCR, OCE 220 Day Academic Year Annual Modification (Unit 3)

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 November 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 Correctional 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.

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## Union Proposal Bargaining Unit 3 Date 8 - 5-10

**Proposal No: 1** 

The Union proposes the following rollover language: 25.2.3 CDCR, OCE 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.

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

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Bargaining Unit 3

Date

Proposal No: 1

## The Union proposes the following rollover language:

#### 25.3.3 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 8.28.3 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 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

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Bargaining Unit 3

Date

Proposal No: 1

#### The Union proposes the following rollover language:

#### 25.4.3 Holidays (CDCR/OCE) (Unit 3)

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.

1A @ 5.24 8/5/19 A. For all CDCR, OCE, Unit 3 eligible employees, when a regular holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.

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B. For all CDCR, OCE, Unit 3 eligible employees, when a premium holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off. These premium holidays are January 1st, the last Monday in

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May, July 4th, the first Monday in September, Thanksgiving Day and December 25.

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Bargaining Unit 3

Date **8/5/19** 

Proposal No: 1

#### The Union proposes the following rollover language:

#### 25.5.3 Vacation/Annual Leave (Unit 3)

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/Annual Leave credits, except:

As provided for in section 8.16, FMLA and 8.18
 Work and Family Participation; or

 In exceptional (uncommon) situations not covered by section 25.6.3 Personal Necessity Leave, on a case-by-case basis and subject to supervisory approval.



# Union Proposal Bargaining Unit 3 Date 8 - 5 - 1

Proposal No: 1

#### The Union proposes the following rollover language:

#### 25.6.3 Personal Necessity Leave (Unit 3)

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.

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

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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.

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Union Proposal

Bargaining Unit 3

Date 8/16/19

**Proposal No: 2** 

#### The Union proposes the following language:

#### 25.7.3 Credits for Salary Advancement (Unit 3)

A. Acceptable credits will be limited to new semester (or equivalent quarter) credits earned in an accredited college or university, or California Commission on Teaching Credentialing (CCTC) approved program, including credits for continuing education courses if provided on an official transcript taken from an accredited college or university. In addition, vocational education teachers shall receive one (1) unit of semester credit for each forty-five (45) hours worked in industry in a position directly related to the teacher's/instructor's vocational education instructional area. College credits, continuing education credits and any CDCR, OCE designee approved 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.

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- B. Continuing education units (CEUs) 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 a CDCR, OCE designee 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 a CDCR, OCE designee an immediate supervisor or program director as follows:
  - 1. New college Ccredits, CEUs, or trade experience used for salary advancement shall have some relevance to the course curriculum field of instruction of the teacher or specialist seeking credit and bring new skills, content or technology into the program in order to stay knowledgeable with the public education and trades programs.
  - In lieu credit may be granted for engaging in projects and/or approved workshops approved by

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a CDCR, OCE designee regarding the improvement of instruction and curriculum within the teacher's school or community at the rate of fifteen (15) ten (10) hours equal to one (1) credit. No more than three (3) six (6) credits will be granted in one (1) year.

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Union Proposal

Bargaining Unit 3

Date 8 7 - ) 9

**Proposal No: 1** 

#### The Union proposes the following rollover language:

#### 25.8.3 220 Day Academic Work Year (Unit 3)

- A. 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.
- B. Employees shall be compensated for said work at their normal daily rate of pay, per Article 25.13.3.
- C. Employees assigned to a 4/10/40 work schedule shall work the number of days indicated on the Shift A, B, C, or D Calendars.

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## Union Proposal Bargaining Unit 3 Date 8 - 5 - 1 9

Proposal No: 1

#### The Union proposes the following rollover language:

25.9.3 Teacher Service Credit (Unit 3)

Bargaining Unit 3 employees who work in the Department of State Hospitals, Department of Developmental Services, California 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 25.13.3.

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Page 1 of 1

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Union Proposal

Bargaining Unit 3

Date 8 -7 - 19

Proposal No: 1

The Union proposes the following rollover language:

25.10.3 CDCR, OCE 220 Day Academic Work Year – 4/10/40 Work Schedule (Unit 3)

- A. The CDCR has established a 4/10/40 work schedule for Institutions that have eligible BU 3 employees assigned to the 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, C, or D as assigned by management.
- C. If changes to this schedule are necessary or employees are reassigned to a regular academic schedule, the Department shall provide the employees forty-five (45) days written notice of said change.

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#### Bargaining Unit 3

Date 8/7

**Proposal No: 3** 

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The Union proposes the following language:

25.13.3 CDCR Office of Correctional Education, Academic Teacher/Vocational Instructor Salary Schedule Placement (Unit 3)

**Salary Schedule Placement** 

- A. Current CDCR, OCE, Unit 3 eligible employees shall be compensated in accordance with the current CDCR/OCE salary schedule for the county in which their institution is located.
- B. 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.

C. A CDCR, OCE, Unit 3 eligible employees shall be placed on the salary schedule first by education above the Bachelor's Degree or for career-technical teachers who do not possess a Bachelor's Degree, 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. Career-technical teachers who possess a Bachelor's Degree will be placed on the salary schedule in the same manner as academic teachers.

D. For 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 (120 months). One (1) academic year of outside service will be considered one (1) year of State credit. For an incomplete year, if the employee worked seventy-five percent (75%) of the outside school year, they shall be credited with one (1) year of State credit.

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

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F. Steps are credentialed years of service. Range increases are attained by completing additional education or training credits as described on the salary schedule.

Salary Schedule Footnote

Employees working any 4/10 schedule shall be converted to the 4/10 daily rate by multiplying the 5/8 daily rate by 1.25.





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Union Proposal

Bargaining Unit 3

**Proposal No: 1** 

The Union proposes the following rollover language:

25.15.3 Application of DJJ Salary Schedule to CDCR, OCE Employees (Unit 3)

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

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