

20.9.17 Post and Bid Assignments by Seniority – CDCR (Unit 17)

A. 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 “24 Month P&B Process” which allows employees to bid twenty-four (24) month assignments and the “Interim Vacancy Bidding Process” which addresses vacancies that occur while the twenty-four (24) month assignments are in effect.

1. The Chief Nurse Executive (CNE) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.
2. The word “assignment” as used in this section is synonymous with that of “position”.
3. Participation in the P&B process is limited to eligible employees. An eligible employee:
 - a. Must be a permanent full-time RN; probationary employees are excluded.
 - b. 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.
4. Excluded Assignments

Specialty areas shall be excluded from the P&B process. Such areas shall be dialysis, PACU, ICU, utilization management, and surgical assignments. Those RN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, they shall not be counted in either Management's or Union's positions.

5. Special Qualifications

Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

6. Seniority

For purposes of this Agreement, "seniority" is defined as one (1) point for each qualifying month of full-time Departmental Unit 17 service, with ties broken by one (1) point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by "lottery" thereafter.

7. Limits on Bid

An employee may not make more than one (1) 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 "G 1 and 2" or if an employee is granted a bid under the provisions of subsection "I". If these occur, the

employee shall have the right to bid again. Exceptions to this limitation may be granted.

B. Twenty-four (24) Month Bid Process

1. There shall be seventy-five percent (75%) of the RN qualifying post assignments (excluding specialty areas) in the California Department of Corrections and Rehabilitation (CDCR) allotted according to seniority at each facility that provides healthcare that is not a licensed acute care hospital.
 - a. At licensed acute care hospitals (CMF, CIM, CMC, COR) there shall be eighty percent (80%) of the RN qualifying post assignments (excluding specialty areas) allotted according to seniority.
 - b. Any new seniority positions as a result of the increase in percentages of the total seniority shall be posted for bid within ninety (90) calendar days of the ratification of the Contract by both parties. The term for these positions will end at the same time as the institution's original post and bid period.
2. The specific posts that comprise the seventy-five percent (75%) and the twenty-five percent (25%) (or eighty percent (80%) and the twenty percent (20%) in licensed acute care hospitals) will be identified through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs 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.

3. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.

4. Timeframes

- a. The twenty-four (24) month bid cycle begins in the month of October 2002, 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 October 1st every other year.
- b. Unless otherwise contested by October 15, an employee's seniority as posted on October 1, shall determine the employee's placement on the seniority list.
- c. All approved bid request forms must be completed and submitted, in accordance with the BIDDING provision below, no later than 4:00 p.m. on November 1, or 4:00 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one (1) bid preference on the bidding form in priority order.
- d. An employee may voluntarily withdraw from

participation in the twenty-four (24) month Bid Process by submitting a written request to his/her supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.

- e. Failure on the part of the employee to submit a request form by 4:00 p.m. on November 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, they shall not be counted in either Management's or Union's positions.
- f. 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 management's discretion.
- g. The new assignments will begin the second Monday in January first watch.
- h. The time frames will be agreed upon at the local level by the Union and Management.

C. Interim Vacancy Bidding Process

1. The interim bidding process is designed as a method to provide vacant assignments, if Management determines to fill

the positions, created while the twenty-four (24) month 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 management to be filled by bid shall be subject to the terms and conditions of this section.

2. As RN 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.
3. The filling of vacancies by either promotions from eligible lists or external lateral transfers are not subject to P&B.
4. 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.
5. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twenty-four (24) month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.
6. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time. In no case shall more than seventy percent (70%)

of the filled RN assignments (as defined above) be held by employees through successful bids.

7. 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 4:00 p.m. on the fifteenth (15th) day of posting.
8. 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.

D. 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:

1. Identification posting number
2. Unit (or ward) or other assignment
3. Shift
4. Days off or rotation pattern and cycle
5. Time base

6. Deadline for bid submittal and where to be submitted
7. Special qualifications (if any)

E. Bidding

1. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employee shall submit the completed bid form to the following:
 - a. the original to the location designated on the bid form,
 - b. a copy to the Union designated steward, and
 - c. the bidding employee.

Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.

2. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL; SDI; Workers' 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 management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.

3. 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 management's discretion.

F. Other Factors

1. 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 being determined they qualify to resume such duties.
 - a. If absence is more than sixty (60) calendar days, the Appointing Authority may authorize an employee's return to the assignment or same watch/RDO's if the absence was generated by a management decision.
 - b. 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.
 - c. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with his/her watch preference.
2. 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.

3. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid period.

G. Deletions and Changes

1. 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.
2. 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 change 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.

H. 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.

I. Denial of Bid

1. 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 or bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.
2. 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 concluded and if the charges have not been substantiated, the employee shall be returned to their bid assignment.
3. 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.

4. Employees losing their right to bid or hold assignment 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 (1) successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.
5. 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 RDO's on the same watch, if available and if requested by the employee.
6. 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.

J. Floating

If it becomes necessary to temporarily float employees to another Unit 17 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis. The RN Shift Lead shall not be

included in floating.

K. 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 RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

L. 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:

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

M. Disputes

1. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable;

2. 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;
3. 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;
4. 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
5. 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.

N. Implementation and Applicability

Contractual right to Post and Bid for Shift Preference/RDO's shall remain in effect with no position changes at those affected institutions until Article 20.9.17 is implemented and the yearly bid process begins in October 2002.

Implementation of the Post and Bid process at new institutions will begin the first October following activation (receipt of inmates).

The parties recognize, pursuant to the February 14, 2006

Court Order Appointing that Receiver, that the Receiver is empowered to renegotiate this provision, in the event that such action is necessary for the Receiver to fulfill his duties under the Order. The determination on whether such action is necessary rests solely with the Court pursuant to paragraph D. of the Order.