

ARTICLE 13 – CAREER DEVELOPEMENT

13.1 Performance and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file. Official personnel files shall contain an inspection log where any person reviewing the file shall sign and date the log unless excluded by law.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena. No rank and file shift lead shall be authorized access to an employee's files, except with prior written approval of the employee.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in the employee's official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. An employee signature shall not necessarily constitute agreement to the evaluation. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or the employee's authorized representative may review the employee's official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location,

arrangements shall be made to accommodate the employee or the employee's authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in the employee's personnel file.

- E. The employee shall have a right to insert in the employee's file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from the employee's State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.
- G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.
- H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse

actions, employee development appraisals, or examination evaluations. An employee and/or the employee's authorized representative may, upon request, review the contents of the employee's file with the employee's supervisor. Upon request, the employee shall be allowed a copy of the material in the employee's supervisory file.

13.2 Personal Performance Session (Excludes Unit 17)

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

13.2.17 Informal Performance Discussions (Unit 17)

- A. The State and SEIU Local 1000 encourage periodic informal performance discussions between Unit 17 employees and the employee's supervisor to discuss work performance, job satisfaction, and work-related problems. Except when immediate action is necessary for health or safety reasons, such discussions shall be held in a private setting or sufficiently removed from the hearing range of other persons.
- B. The issuance of work instructions by a supervisor does not constitute an informal performance discussion. This section shall not be construed to limit, in any manner, a supervisor's right to issue work instructions.

13.3 Non-Traditional Joint Apprenticeship and Training Committee (JATC) (Excludes Units 17 and 21)

- A. It is the policy of the State employer and Union to support the establishment of non-traditional apprenticeship programs in bargaining units where such programs are deemed appropriate. The Union and the State agree that such non-traditional apprenticeship programs shall be administered in accordance with the

Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.), CalHR Manual, and civil service statues, rules, and regulations and pursuant to the following provisions:

1. A Joint Apprenticeship and Training Committee (JATC) shall evaluate and adjust all controversies or differences concerning the apprentice agreement in accordance with JAC standards approved by the Division of Apprenticeship Standards, JATC guidelines and the laws cited above
2. Non-Traditional Apprenticeship programs shall operate under the JATC concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards.
3. Each JATC shall determine the training program for the classes included for the employee's program.
4. Union representatives who have been selected as ~~Joint~~-JATC members shall serve with no loss of compensation during committee meetings.
5. The State and Union acknowledge the role of departmental policies and procedures in providing a safe and healthy work environment.

B. The State and the Union agrees to continue existing apprenticeship programs.

C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs in SEIU bargaining unit occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new SEIU JATC shall function in accordance with this section.

D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the DIR, Division of Apprenticeship Standards, to attend any exploratory meeting.

13.4.1 Information Technology (IT) Apprenticeship Agency Linkage Agreement (Unit 1)

- A. The State and the Union agree to establish the IT Joint Apprenticeship and Training Committee (Committee) in accordance with section 13.3, Joint Apprenticeship Committee, upon completion of the Unit 1 IT classification specifications.
- B. The Committee will develop the apprenticeship standards, functions and responsibilities to establish an organized, planned system of statewide IT apprenticeships in support of Unit 1 IT classifications.
- C. The Committee shall be comprised of three (3) Union and three (3) management representatives and one Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards. The Committee will be co-chaired by one Union and one State representative. The Committee will convene no later than sixty (60) days after completion of the IT specifications, and adoption of the classes by the SPB.

13.5 Individual Development Plan

- A. The purpose of the Individual Development Plan (IDP) is to establish personal objectives and develop a plan for achieving professional growth, career mobility and/or future career changes.
- B. Departments shall notify each eligible employee of the opportunity to submit an IDP at least annually for full-time employees and for PI employees who work seven hundred fifty (750) hours or more annually. An employee is not required to participate in the IDP process. If an employee elects not to participate, this decision will not be held against them.
- C. The IDP process shall not be part of the performance appraisal or disciplinary process. An IDP may be created by an employee without triggering a performance evaluation appraisal. If all or part of the IDP is disapproved, the employee shall be notified in writing and a copy shall be provided to the Union.

13.5.14 INTENTIONALLY EXCLUDED

13.6 Performance Appraisal of Permanent Employees (Excludes Units 3, 17 and 21)

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which the employee is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. An employee may grieve the content of the employee's performance appraisal through the department level of the grievance procedure when the employee receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

13.6.3 Performance Appraisal of Permanent Employees (Unit 3)

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which the employee is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. An employee may grieve the content of the employee's performance appraisal through the department level of the grievance procedure when the employee receives a substandard rating in either a majority of the performance factors or an overall substandard rating.
- C. This section shall also apply to the exempt staff of the Special Schools of the CDE.

13.6.17 Performance Appraisal (Unit 17)

A performance appraisal is a constructive process to acknowledge the performance of an employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of the employee's duties. If an employee is not given an opportunity to

perform on a particular element, the supervisor will note on the performance evaluation that the factor was not applicable, and the employee's evaluation shall not be negatively impacted. Employees shall not have their evaluation negatively impacted by the employee's use of any leaves permitted under the terms of this Contract.

- Performance evaluations are not considered as an independent step in the disciplinary process.
- If there is no evaluation of record within one year prior to a scheduled wage increase, the employee's overall evaluation shall be: "meets expectations."

A. PROBATIONARY REPORTS

Probationary performance reports shall be completed at sufficiently frequent intervals to keep the employee adequately informed of progress on the job. The final report may summarize the previously issued probationary performance reports.

B. ANNUAL PERFORMANCE APPRAISAL

Annual performance reports shall generally include information from the immediate twelve (12) months prior to the due date of the report, exclusive of the probationary rating period.

The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which the employee is serving.

In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

While in the process of completing the probationary report or annual performance appraisal, the supervisor shall personally meet with the employee to review the appraisal or report, any notes, documents, or audits utilized in preparing the report.

At the time an employee signs the employee's annual appraisal, a copy will be provided to the employee. These reports, as a general rule, will be issued to the employee no later than thirty (30) days after the due date of the report.

Any performance evaluation conducted of an employee who is a participant in Union/State collective bargaining negotiations shall recognize the employee's frequent absence from the employee's State job and the impact of such absences on the employee's performance. Such absences shall not be included as excessive absences. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such collective bargaining.

Any Unit 17 employee may grieve the content of their annual performance appraisal through the third (CalHR) step: (1) when the employee receives a substandard rating of the performance factors, or (2) when negative comments are inconsistent with the actual ratings received, or (3) when rating factors are not used and the narrative evaluation includes negative comments. CalHR shall sustain the evaluation except where supported by substantial evidence to the contrary. When a grievance is granted on this subject, the annual performance appraisal will be modified to reflect the outcome of the grievance procedure and the original performance appraisal will be removed from the file.

13.6.21 Performance Appraisal of Permanent Employees (Unit 21)

- A. The performance appraisal system of each department may include an annual written performance appraisal and an individual development plan for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which the employee is serving.
- B. In general, in the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's performance shall be deemed to be satisfactory.

- C. When a Unit 21 civil service employee receives substandard ratings in a majority of the performance factors, the employee may grieve the content of the employee's performance appraisal through the third step of the grievance procedure which shall be the final step of appeal.
- D. When a department intends to establish a new performance appraisal system or make major modifications in the department's existing performance appraisal system, the Union will be notified and given the opportunity to meet and confer over the impact of the change(s) pursuant to section 24.1 (Entire Agreement).

13.7.1 Performance Standards (Unit 1)

- A. The employer, in developing performance standards, shall adhere to the following: Employee performance standards shall be based upon valid work-related criteria, which insofar as practicable include qualitative, as well as quantitative measures. Such standards shall reflect the amount of work which the average trained employee performing comparable duties can reasonably turn out in a day.
- B. Employee performance standards shall be established in accordance with the following guidelines:
 - 1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.
 - 2. Normally, new performance standards or changes in existing performance standards shall not be implemented until the performance standards have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards. Following any test period, the State shall meet and confer with the Union prior to implementing the new or revised standards.
- C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.

- D. Where a performance standard exists, the Union may review all data concerning all employees' production and error rates where such information is available.

13.7.4 Performance Standards (Unit 4)

- A. The employer shall, in developing performance standards, adhere to the following: Employee performance standards shall be based upon valid work-related criteria, which insofar as practicable, include qualitative, as well as quantitative measures. Such standards shall reflect the amount of work which the average trained employee performing comparable duties can reasonably turn out in a day.
- B. Employee performance standards shall be established in accordance with the following guidelines:
 - 1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.
 - 2. Normally, new performance standards or changes in existing performance standards shall not be implemented until the performance standards have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards.
 - 3. The State shall meet and confer with the Union prior to implementing the new or revised standards.
- C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.
- D. Where a performance standard exists, the Union may review data concerning all employees' production and error rates where such information is available.

13.7.17 Performance Appraisal of Nursing Practices (Unit 17)

Unit 17 employees currently supervised by a supervising registered nurse shall be rated on the employee's Individual Appraisal Summary by the employee's supervising registered nurse. Unit 17

employees currently not supervised by a supervising registered nurse shall have the employee's Individual Appraisal Summary reviewed by a supervising registered nurse. At the request of the Registered Nurse, a review of the Individual Appraisal Summary with a supervising registered nurse shall be in the presence of the Registered Nurse.

13.8.14 Print 2 (Unit 14)

The OSP "Print 2" shall not be used to document performance problems or form the basis of discipline for any Unit 14 employee.

13.9.14 Letters of Instruction (LOI)/Work Improvement Discussion (WID) (Unit 14)

- A. LOI/WID (as well as counseling memos, informal letters of reprimand, letters of warning, etc.) shall contain a specified expiration date, not to exceed one year if there has been no recurring behavior, upon which the employee may request the removal of same. Upon request to the Appointing Authority or their designee, the documents shall be removed and destroyed, unless the employee requests the documents be returned to them for the employee's own disposal.
- B. LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from the date the investigation is completed.
- C. In cases where departmental staff are investigating an employee in a situation which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI/WID.
- D. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Employee Counseling Record, or Letters of Contact. These types of "minor" corrective memos are to be placed in the employee's supervisory file, but not in the Official Personnel File.
- E. The employee shall have the right to submit a rebuttal to any LOI/WID, or any such comment referred to in subsection D above. The rebuttal shall be submitted no later than thirty (30) days after issuance of the LOI/WID to the employee, unless

mutually agreed by the Appointing Authority's authorized representative and the employee or the employee's representative. The rebuttal shall be attached to the applicable LOI/WID.

13.9.15 Letters of Instruction (LOI)/Work Improvement Discussion (WID) (Unit 15)

Letters of Instruction and Work Improvement Discussion memos shall contain an expiration date, not to exceed one year, at which time the employee may request the removal. When requested, the counseling memo shall be removed and given to the employee.

13.9.17 Letters of Instruction (LOI)/Work Improvement Discussion (WID) (Unit 17)

- A. LOI/WID (as well as counseling memos, informal letters of reprimand, letters of warning, etc.) shall contain a specified expiration date, not to exceed one year if there has been no recurring behavior, upon which the employee may request the removal of the same. Upon request to the appointing authority or their designee, the documents shall be removed and destroyed, unless the employee requests the documents be returned to them for the employee's own disposal.
- B. LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from the date of discovery of the incident that forms the basis for the LOI/WID.
- C. In cases where the departmental staff are investigating an employee in a situation which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI/WID. This will not prevent the parties from negotiating a formal adverse action down to an LOI/WID.
- D. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Employee Counseling Record, Letters of Contact, or Expectations of Work Performance memos.

These types of “minor” corrective memos are to be placed in the employee’s supervisory file, but not in the OPF.

- E. The employee shall have the right to submit a rebuttal to any LOI/WID, or any such comment referred to in paragraphs A and D above and/or section 13.1 paragraph C of this Contract. The rebuttal shall be submitted no later than thirty (30) days after issuance of the LOI/WID to the employee unless mutually agreed by the appointing authority’s authorized representative and the employee or the employee’s representative to extend this time frame. The rebuttal shall be attached to the applicable LOI/WID and shall remain in the files only as long as the underlying document.
- F. Disputes concerning this section are grievable to Step 3 (CalHR) pursuant to Article 6, of the Grievance and Arbitration Procedure of this Contract.
- G. Upon the employee’s written request, all official Notices of Adverse Action, all documentation leading to or supporting or proposing such action, and all SPB decisions rendered in such cases will be purged from the employee’s file(s) after three (3) years if there has been no recurring behavior.
- H. Although any performance problem may be addressed in an employee’s annual performance evaluation, the evaluation shall contain no reference to the issuance of an LOI/WID or adverse action.

13.10.1 Education and Training (Unit 1)

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of State employees through training and education activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
- B. Each State department shall make available at the work site its training policies and, annually, its training course list. Each

department shall provide to the Union a copy of its training courses.

- C. Working within budgetary and workload constraints, each State department, through its annual training plan process, will provide training in handling hostile and threatening behavior.
- D. Employees may request training courses. Training requests shall not be unreasonably denied and the reason for the denial shall be in writing to the employee.
- E. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor Management Health and Safety Committees.
- F. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job related seminars, conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities.
- G. Training Categories/Definitions:
 - 1. Job-Required Training, including safety training, is designed to assure adequate performance in an employee's current assignment or classification and includes training necessary for newly assigned employees; refresher training for the maintenance of ongoing programs; and training mandated by law or other State authority.
 - 2. Job-Related Training is designed to increase an employee's job proficiency and includes training to improve job performance above the acceptable level of competency established for specific job assignment or classification, and training to prepare an employee for assuming increased responsibility.
 - 3. Career-Related Training is designed to assist an employee in the development of career potential and is intended to help provide an employee with an opportunity for self-development while also assisting in the achievement of the State's mission. This

training does not have to be related to the employee's current classification or assignment.

4. In-Service Training is sponsored, administered or contracted for, by the State for its employees. Such training includes courses or activities designed and administered by State departments individually or in joint agreement; offered by CalHR; designed or contracted exclusively for the State through private consultants or firms, regional training centers, accredited colleges or universities, or other non-State agencies.
5. Out-Service Training is sponsored by a non-State agency and is open to the public as well as State employees.
6. Training conferences are training activities conducted primarily for educational development purposes and not primarily for professional and social affiliation purposes. Training conferences may be a job-required, job related, or career related training activity.

H. The State agrees to reimburse employees for expenses incurred as a result of passing training or education courses required by the department to assure adequate performance or increase current job proficiency. When such courses are offered during normal working hours, the employee shall receive the employee's regular salary. When such courses are taken outside of normal working hours, an employee in Work Week Group 2 shall be reimbursed in cash or the work hours may be adjusted on an hour-for-hour basis commensurate with the hours necessary to attend classroom instruction. The reimbursement will include:

1. Tuition and/or registration fees.
2. Cost of course-related books.
3. Transportation or mileage expenses.
4. Toll and parking fees.
5. Lodging and subsistence expenses.

An employee who does not satisfactorily complete a training or education course required by the department according to the department's predetermined standards

shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received.

- I. Reimbursement for the above expenses shall be in accordance with Article 12 of this Contract.
- J. When assigning or approving an employee for career-related out-service training, or job-related training, the department may establish policies regarding:
 - 1. Allocation of time with pay (including adjustments of work hours) for assignments during normal working hours, and
 - 2. Reimbursement for tuition and other necessary expenses.

Except as established by the department, reimbursement should be for fifty percent (50%) and may be up to one hundred percent (100%) of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours, except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

- K. The employee or the employee's estate shall receive reimbursement for tuition and other necessary expenses, if the training assignment is terminated prior to completion either: (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.
- L. To the extent practicable and within available training resources, the department shall arrange for counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when the employee's positions have been and are about to be changed substantially or eliminated by automation, technological changes or other management initiated changes.
- M. Each department, upon request of an eligible employee as defined in the subsection concerning Class A and Class B Driver's Licenses, will make available any information prepared by the Department of Motor Vehicles (DMV) covering the commercial driver's license examination.

N. The State shall provide to all employees, two 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.

13.10.3 Education and Training (Unit 3)

A. The State agrees to reimburse Unit 3 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:

1. Tuition and/or registration fees;
2. Cost of course-required books;
3. Transportation or mileage expenses;
4. Toll and parking fees;
5. Lodging and subsistence expenses.

Where applicable, reimbursement rates for the above expenses shall be in accordance with Article 12, section 12.1 of this Contract.

B. If the State agrees with a Unit 3 employee's participation in non-required career-related training, the State may reimburse to employees for up to fifty percent (50%) of tuition, fees, and books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

C. Advance Application – An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-

service training program or when the employer has requested the employee attend.

D. Incomplete Assignment

1. General

An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received.

2. Exceptions

The employee or the employee's estate shall receive reimbursement for tuition and other necessary expenses:

- a. At the convenience of the State provided that the training facility reports satisfactory performance by the employee during the assignment; or
- b. Because of death, prolonged illness, disability, or other event beyond the control of the employee.

E. Employee Obligations and Agreement – An employee assigned to full-time out-service training shall agree in writing to reimburse the State within thirty (30) calendar days for tuition costs and other expenses paid to the employee by the State if, after completion of the training assignment, the employee does not continue employment in State service, for a period of six (6) months or twice the period of training, whichever is greater.

F. New employees will, within a reasonable time after reporting to work, be given an orientation of the department.

G. CalHR and the Department of Rehabilitation shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The Department of Rehabilitation shall cooperate in devising training programs for the disabled employees. Management shall provide the Union an opportunity to discuss and make recommendations regarding formulation of said procedures.

- H. The State and the Union recognize that certain benefits accrue to the State and Unit 3 employees through participation in professional job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints will support such activities as are of value to the State.
- I. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section J below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.
- J. When a Unit 3 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.
- K. Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.
- L. The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor Management Health and Safety Committee.
- M. The State shall provide to all employees, two 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/personal necessity leave. Such time shall not be accumulated.
- N. This section shall apply to Unit 3 civil service and exempt employees.

13.10.11 Education and Training (Unit 11)

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of employees through education and training activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
- B. The State shall provide to all employees, two 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 employee's 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.
- C. Each State department shall make its training policies and, annually, its training course list available at work sites. Each department shall provide annually and upon request by the Union a copy of its training course list and its training budget as it appears in the Governor's Budget. Budgeted training funds shall not be used for training private sector contract employees who would do the work normally performed by bargaining unit employees.
- D. New employees to a department shall, within sixty (60) days after reporting to work, be given an orientation session by the employee's supervisor or other departmental representative.
- E. Individual Development Plans (IDP)
 - 1. Each State department shall be required to complete an annual IDP for each permanent full-time employee and for PI employees who work seven hundred and fifty (750) hours or more annually.
 - 2. The State agrees to provide training opportunities and funding to fulfill the training courses on an employee's IDP when and subject to conditions agreed to between the employee and the employee's supervisor in the IDP.

3. An employee's request for attendance at scheduled training courses agreed to in an IDP for that year shall not be unreasonably denied. Reasonable denial would include a reduction in the division or program training budget.
 4. When operational needs or emergencies preclude attendance at training courses agreed to in an employee's IDP, the employee shall, upon request, be approved to reschedule and attend the course based on what is convenient for the employee and operationally feasible for the State.
 5. Nothing in this section shall be construed to prevent the State from requiring an employee to attend training.
- F. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related meetings, seminars, conferences and conventions.
- G. Training Categories/Definitions
1. Job-Required Training, including safety training, is designed to assure adequate performance in an employee's current assignment or classification and includes training necessary for newly assigned employees; refresher training for the maintenance of ongoing programs; and training mandated by law or other State authority.
 2. Job-Related Training is designed to increase an employee's job proficiency and includes training to improve job performance above the acceptable level of competency established for specific job assignment or classification, and training to prepare an employee for assuming increased responsibility.
 3. Career-Related Training is designed to assist an employee in the development of career potential and is intended to help provide an employee with an opportunity for self-development while also assisting in the achievement of the State's mission. This training does not have to be related to the employee's current classification or assignment.

4. In-Service Training is sponsored, administered or contracted for, by the State for its employees. Such training includes courses or activities designed and administered by State departments individually or in joint agreement; offered by CalHR; designed or contracted exclusively for the State through private consultants or firms, regional training centers, accredited colleges or universities, or other non-State agencies.
5. Out-Service Training is sponsored by a non-State agency and is open to the public as well as State employees.
6. Training conferences are training activities conducted primarily for educational development purposes and not primarily for professional and social affiliation purposes. Training conferences may be a job-required, job-related, or career-related training activity.

H. Reimbursement for Job-Required Training Expenses

1. The State agrees to reimburse employees for expenses incurred as a result of job-required training consistent with the Business and Travel Article of this Contract. When an employee's approved participation is identified as job-required by the appointing authority, the employee shall be fully reimbursed for tuition and other necessary expenses that include:
 - a. Tuition and/or registration fees;
 - b. Cost of course-required books and materials;
 - c. Transportation or mileage expenses;
 - d. Toll and parking fees;
 - e. Lodging and subsistence expenses.
2. Employees who attend training and education courses required by the State shall be granted reasonable time off without loss of compensation for courses that occur during the employee's normal working hours. An employee's normal working hours may be adjusted so attendance occurs on state time. For courses that are scheduled during off-duty hours, such hours shall be considered work time and the hours will be compensated according to the employee's designated Work Week Group.

- I. Reimbursement for Job-Related Training Expenses
 - 1. When participation in training is identified by the appointing authority as “job-related,” full reimbursement of approved training or education courses may be provided in accordance with the Business and Travel Article of this Contract for tuition and other necessary expenses as outlined above for job-required training.
 - 2. Employees who attend “job-related” training and education courses may be granted reasonable time off without loss of compensation for courses that occur during the employee’s normal working hours. When job-related training occurs outside of normal working hours, an employee’s normal working hours may be adjusted so attendance occurs on state time. For courses that are scheduled during off-duty hours, such hours may be considered work time and would be compensated according to the employee’s designated Work Week Group.
- J. Career Related or Upward Mobility Training Expenses
 - 1. When participation in training is identified by the appointing authority as “career-related” or as part of an upward mobility plan, the State will reimburse employees for fifty percent (50%) and may be up to one hundred percent (100%) of course required books, tuition, materials and registration fees of approved training or educational courses.
 - 2. Normally the employee will attend the training on the employee’s own time, unless otherwise agreed to in accordance with departmental policies or any other section of the MOU.
- K. An employee who willfully or negligently fails to satisfactorily complete a training or education course (required or approved by the department) as specified by the training provider shall not be eligible for reimbursement of tuition and other necessary expenses, and shall return any advance payment received.
- L. The employee or the employee’s estate shall receive reimbursement for tuition and other necessary expenses incurred, if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2)

because of death, prolonged illness, disability, or other eventuality beyond the control of the employee. Expenses subject to reimbursement pursuant to this subsection shall be limited to those that the employee would have otherwise been entitled to receive pursuant to this Contract.

- M. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when the employee's positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.
- N. Each Department, upon request of an eligible employee as defined in the Class A and Class B Commercial Drivers License section of this Contract, will make available any public information prepared by the DMV covering the commercial driver's license examination.
- O. Each State department, through its annual training plan process, will provide employees training in handling hostile and threatening behavior where required for safety purposes.
- P. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor Management Health and Safety Committees.

13.10.21 Education and Training Required by Department (Unit 21)

- A. The State agrees to reimburse Unit 21 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees;

5. Lodging and subsistence expenses.

Where applicable, reimbursement rates for the above expenses shall be in accordance with Article 12, section 12.1 of this Contract.

- B. An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend.
- C. An employee who does not satisfactorily complete an out-service training assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received. However, the employee or the employee's estate shall receive reimbursement for tuition and other necessary expenses: (a) at the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the assignment; or (b) because of death, prolonged illness, disability or other event beyond the control of the employee.
- D. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section E below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.
- E. When a Unit 21 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.

13.11.4 Upward Mobility and Training (Unit 4)

- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of State employees through training and education activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.

- B. The State shall provide to all employees, two 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 employee's 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.
- C. The State agrees to reimburse Unit 4 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:
1. Tuition and/or registration fees;
 2. Cost of course-required books;
 3. Transportation or mileage expenses;
 4. Toll and parking fees;
 5. Lodging and subsistence expenses.
- D. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall receive the employee's regular salary. When required training occurs outside of normal working hours, Unit 4 employees shall be reimbursed in cash or CTO, in accordance with the employee's Work Week Group, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.
- E. If the State agrees with a Unit 4 employee's participation in non-required career-related training, the State may reimburse the employee for up to fifty percent (50%) of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- F. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.

- G. With prior authorization by a department head or designee, the State may reimburse Unit 4 employees up to one hundred percent (100%) of the cost for course-required books, tuition, and/or provide an amount of time off without loss of compensation for attendance at upward mobility and career-related training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.
- H. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any advance payment received. The employee or the employee's estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:
1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
 2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.
- I. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 4 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training. If denied, the reason for the denial shall be provided in writing to the employee.
- J. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when the employee's positions have been and are about to be changed substantially or eliminated by automation,

technological changes, or other management initiated changes.

- K. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union Management Health and Safety Committees.
- L. Each department shall develop and maintain a written upward mobility plan as specified in the SPB's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines) revised March 2000. Government Code section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments.
- M. Upon Union request, each department shall provide the Union with a copy of its upward mobility plan. If the department makes revisions to the plan, the State shall provide the Union with a copy.
- N. Upon employee request, each department agrees to make available its plan and/or information regarding Upward Mobility Training for its Unit 4 employees. Departments with internal websites will post the upward mobility plans on the department's internal website.
- O. Each department shall appoint an upward mobility program coordinator to coordinate, monitor and report the department's upward mobility program efforts. At work sites with twenty-five (25) or more Unit 4 employees, at least one manager or supervisor will be assigned the responsibility of assisting Unit 4 employees in obtaining information on the department's upward mobility program(s) and related services.

13.11.14 Upward Mobility and Training (Unit 14)

- A. The State agrees to reimburse Unit 14 employees for expenses incurred as a result of satisfactorily completing training or education courses required by the department to

assure adequate performance or increase job proficiency. Such reimbursement shall be limited to:

1. Tuition and/or registration fees;
2. Cost of course-required books;
3. Transportation or mileage expenses;
4. Toll and parking fees;
5. Lodging and subsistence expenses.

- B. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this Contract. When training occurs during normal working hours, the employee shall receive the employee's regular salary. When required training occurs outside of normal working hours, Unit 14 employees shall be reimbursed in cash or CTO, in accordance with the employee's work week group, or the work hours shall be adjusted on an hour-by-hour basis for the hours of classroom instruction.
- C. If the State agrees with a Unit 14 employee's participation in non-required career-related training, the State may reimburse the employee for up to fifty percent (50%) of tuition, fees, and course-required books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- D. An employee may receive reimbursement only if application is made prior to enrollment in non-required career-related training.
- E. With prior authorization by a department head or designee, the State may reimburse Unit 14 employees up to one hundred percent (100%) of the cost for course-required books, tuition, and/or provide an amount of time off without loss of compensation for attendance at upward mobility and career-related training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.
- F. An employee who does not satisfactorily complete a non-required career-related training course shall not be eligible for reimbursement of expenses and shall agree to return any

advance payment received. The employee or the employee's estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

1. At the convenience of the State, provided that the training facility reports satisfactory performance by the employee during the training; or
2. Because of death, prolonged illness, disability, or other eventuality beyond the control of the employee.

G. To ensure equitable treatment among employees, each department shall make available to interested employees its training policy. Unit 14 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.

H. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when the employee's positions have been and are about to be changed substantially or eliminated by automation, technological changes, or other management initiated changes.

I. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior, and stress management are appropriate subjects for high priority consideration by Joint Union Management Health and Safety Committees.

J. Each department shall develop and maintain a written upward mobility plan as specified in the State Personnel Board's guidelines for Administering Departmental Upward Mobility Employment Programs (Guidelines) revised March 2000. Government Code section 19401 requires each State department to have an effective upward mobility program. As used in this section, upward mobility is the planned development and advancement of employees in low-paying occupations to entry level technical, professional, and administrative positions in State departments. Upon Union request, each department shall provide the Union with a copy of its upward mobility plan. If the department makes revisions to the plan, the State shall provide the Union with a copy. Upon employee request,

each department agrees to make available its plan and/or information regarding upward mobility training for its Unit 14 employees. Each department shall appoint an upward mobility program coordinator to coordinate, monitor and report the department's upward mobility program efforts.

- K. Requests for training will not be unreasonably denied.
- L. Travel advances, if requested, shall be provided in accordance with the Allowances and Reimbursement Article of this Contract.
- M. The State shall provide to all employees, two 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 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.

13.11.15 Joint Labor Management Committee on Upward Mobility and Career Development (Unit 15)

- A. The State and the Union agree to establish a Unit 15 Joint Labor Management Committee on Upward Mobility and Career Development, in which career opportunities are developed and published.
- B. The Committee shall consist of twelve (12) members. Six (6) members shall be selected by the State, one each from the California Department of Corrections and Rehabilitation – Division of Adult Institutions (CDCR-DAI), California Department of Corrections and Rehabilitation – Division of Juvenile Justice (CDCR-DJJ), Department of General Services (DGS), Department of Developmental Services (DDS), Department of State Hospitals (DSH), Employment Development Department (EDD), California Highway Patrol (CHP), Department of Motor Vehicles (DMV), the California Conservation Corps (CCC), and the California Department of Veterans Affairs (CalVet). Six (6) members shall be selected by and represent SEIU Local 1000. In addition, the committee shall be co-chaired by one management

and one labor representative. The function of the committee shall be as follows:

1. Review each department's "Summary of Upward Mobility Report" which include annual goals that include the number of employees expected to progress from positions in low paying occupational groups to entry level technical, professional, and administrative classifications, and the timeframe within which this progress shall occur.
2. Develop content for a Career Development resource document that includes (but is not limited to) the following items:
 - a. How to interview for a job
 - b. A map of the steps in getting a state job and a promotion
 - c. Identification of the levels and types of skills needed at different steps in the career ladder
 - d. Information on where to find the training and education to build your skills
 - e. Links to the career information on state agency internet sites
 - f. Templates and guidelines for writing resumes and preparing state applications
3. Develop a training and development program to provide career advancement opportunities within the Bargaining Unit 15 classifications.
4. Provide information on available apprenticeship or other training programs, including qualification criteria for acceptance into programs.
5. Identify the minimum requirements of the various bridging classes that have been identified and develop appropriate training opportunity including cooperative arrangements with college programs.
6. Develop and plan upward mobility examinations in conjunction with CalHR.
7. Develop and initiate a candidate selection and evaluation process.

8. Develop and initiate a mentoring and coaching plan to provide support, encouragement, guidance and resources.
- C. The committee shall meet at least quarterly.
- D. The committee shall develop the scope, set the time-line, and prioritize the activities, etc. Union members on the committee shall be allowed a reasonable amount of time for committee activity without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.

13.11.17 Nursing and Upward Mobility Joint Labor Management Committee (Unit 17)

- A. A Statewide Joint Labor Management Committee shall be established to review nursing practices related to satisfaction in State government, career opportunities and development of mechanisms for nurses to obtain upward mobility. This could include Nurse Mentoring, appropriate RN supervision and other proactive programs. The committee shall consist of four (4) members designated by the Union and four (4) members designated by the State. Union members shall attend committee meetings without loss of compensation. The Union and Management may invite subject matter experts to speak on specific issues.
- B. The committee shall prepare a full written report with recommendations made to the Director of the California Department of Human Resources. If the parties agree and funds are available, joint recommendations may be implemented prior to the expiration of this Agreement.
- C. Upon request of the Union, a subcommittee of the Nursing and Upward Mobility Joint Labor Management Committee may be convened at each department. The subcommittee shall be comprised of an equal number of representatives of the Union and the State, not to exceed four (4) each. Employees shall suffer no loss of compensation as a result of the participation in the subcommittee. The subcommittee shall review nursing practices related to job satisfaction, career opportunities and development of mechanisms for nurses to obtain upward mobility within the department. This could include Nurse Mentoring, appropriate RN

supervision and other proactive programs. Any recommendations from the subcommittee shall be advanced to both the department director and the Joint Labor Management Committee noted above.

13.12.4 Auditor and/or Accountant Upward Mobility Program (Unit 4)

The State agrees to an upward mobility training program for Unit 4 employees who are currently employed by the Employment and Development Department (EDD), Board of Equalization (BOE), California Department of Tax and Fee Administration (CDTFA), Office of Tax Appeals (OTA) or Franchise Tax Board (FTB). In accordance with Article 13.11.4, this program is to provide preference for upward mobility into the auditing or accountant classifications which has been identified and approved in the employee's annual Individual Development Plan. This section is subject to available training resources.

13.12.14 Posting of Vacancies and Job Openings (Unit 14)

When the State decides to fill any Unit 14 vacancy or job opening, it shall be posted on every departmental job opportunity bulletin board and distributed to the worksite, where Unit 14 employees are utilized. Before filling a vacancy, the department will endeavor to post job openings at least fourteen (14), but not less than ten (10) calendar days prior to the final filling date.

13.12.17 Employment Opportunities (Unit 17)

Departments shall make employment opportunity information available to Unit 17 employees by posting such information on a bulletin board that is accessible to Unit 17 employees twenty-four (24) hours per day at institutions staffed on a seven (7) day/week, twenty-four (24) hour/day basis.

13.12.20 Employment Opportunities (Unit 20)

Departments shall make available employment opportunity information to Unit 20 employees. Such information shall be emailed to staff or placed on the department Intranet, and

may be published in weekly bulletins or posted on a facility bulletin board. Statewide vacancy information is available on the CalHR website at www.calhr.ca.gov.

13.12.21 Employment Opportunities (Unit 21)

Departments shall make departmental employment opportunity information available to Unit 21 employees by posting on a bulletin board, providing via email and/or posting on the department intranet.

Statewide vacancy information is available on the CalHR website at www.calhr.ca.gov.

13.13.11 Professional Certification or Registration (Unit 11)

- A. For purposes of this section “permanent” means that unit member has completed at least one full probationary period in a Bargaining Unit 11 represented classification and achieved permanent status in that classification.
- B. The State shall provide to a permanent Unit 11 employee application reimbursement and up to eight (8) hours CTO time at straight rate upon successful completion of a Professional License or Certification as listed. CTO is applicable only when the examination was taken on the employee’s own time. The Professional License or Certification examinations are any of the following:
 - 1. Engineer-in-Training
 - 2. Engineer
 - 3. Land Surveyor-in-Training
 - 4. Land Surveyor
 - 5. Landscape Architect Registration Examination (LARE)
 - 6. Structural Architect Registration
- C. The State shall reimburse permanent employee’s renewal fees for Professional Licenses listed above.
- D. Notwithstanding any other section, the State shall reimburse permanent employees for engineering general review courses relative to the above professional license or certification examinations on a one-time basis only.

Certificate-of-completion shall be required. Employees must receive prior approval from the employee's supervisor, in accordance with each department's procedures, and be signed up to take the examination in order to receive review course reimbursement.

- E. Employees in remote areas (where review courses may be unavailable) will be reimbursed on a one-time basis only for either a correspondence course, video tape course, personal computer course, purchase of review course books or a specially designated course.
- F. State release time, during working hours, without loss of compensation will be provided for attendance at review courses. Transportation costs involved with review courses will not be reimbursed by the State.
- G. The State will pay a one-time bonus of five hundred dollars (\$500) to any permanent Unit 11 employee who attains any of the above applicable license or certification.

13.14.11 Special Certification Requirements - Caltrans (Unit 11)

- A. This section applies to incumbents and future Caltrans employees in the following classifications: Assistant and Associate Steel Inspector, Structural and Lead Structural Inspector, Non-Destructive testing as described below.
 - 1. Incumbent employees trained at State expense to become certified by the American Welding Society (AWS) at acceptable levels described below.
 - 2. Employees hired after November 1998, who already possess an active AWS certification for welding inspection as part of the requirement for participating in the exam process.
 - 3. Employees trained and certified at Level II (limited) in Ultrasonic testing, radiographic testing, magnetic particle testing, and penetrate testing.
- B. The State will assume the cost of certifying incumbents and will pay costs for future re-certification for all employees in this series.
- C. Certification by the AWS may be obtained and is acceptable to the department at the following levels:

American Petroleum Institute, (API) 1103
American Society of Mechanical Engineers (ASME) Section 8 &
9.

AWS D1.1 Welding Code

AWS D1.5 Welding Bridge Welding

- D. No employees will be adversely affected for failure to become certified in one of these disciplines but will be provided administrative time off to participate in re-examination in order to maintain the employee's certification.
- E. This section shall be subject to re-negotiation resulting from changes enacted by the American Welding Society or federal mandates affecting performance of these inspections.
- F. Employees obtaining these certifications will not be expected to perform the actual testing, but will be expected to ensure that the tests are performed in accordance with Code and contract specs.
- G. Employees holding any of the certificates in section (A)(2) shall receive a one-time bonus of five hundred dollars (\$500) for obtaining an American Welding Society certified welding inspection certification. Employees holding any of the certificates in section (A)(3) shall receive a one-time bonus of five hundred dollars (\$500). The most a single employee can receive is one thousand dollars (\$1,000) regardless of the number of certificates the employee receives.
- H. Employees hired after November 1998 will be required to maintain an AWS certification as part of the employee's employment in the employee's respective class.

13.15.1 EDD Determinations Scheduling Standard (Unit 1)

- A. For a mixed schedule, EDD will schedule no more than thirteen (13) interviews per day to each fully trained Employment Program Representative (EPR) who is assigned to do determinations full-time. Of these interviews, EDD will schedule an average of eight (8) separations on a daily basis, but no more than forty (40) separations per week. If the EPR is assigned a full schedule, the EPR will be

assigned no more than sixteen (16) non-separation interviews or eighteen (18) multi-claimant interviews. For those employees working an alternate work week or other than full-time, the number of interviews will be prorated and rounded to the nearest whole number.

In the event of a natural disaster, EDD will continue its practice of assigning staff disaster related determinations.

These schedules are not subject to this agreement.

- B. An EPR assigned a full determination schedule will not be assigned to establish overpayments.
- C. If an EPR has completed all scheduled workload, the EPR will be assigned additional work, including unscheduled determinations, exception lists, appeals, and other adjudication work.
- D. An EPR will be provided two (2) hours per week to complete unfinished work if there is a backlog.
- E. EDD will provide, for employees assigned to a determination workload, at least two (2) hours per quarter of ongoing training on the determination process.
- F. An EPR will do quality determinations. A quality determination is one that includes gathering pertinent facts and applying them to reach a decision of eligibility or denial of benefits based on law, precedent, and policy.

G. In the event of a significant economic downturn, which results in a significant increase in determination workload, EDD will use all appropriate resources including but not limited to, PIs and overtime.

H. EDD will notice SEIU Local 1000 on changes in the determinations scheduling standard including, but not limited to, an economic downturn in compliance with Article 24.1 so that the parties may meet and confer on the impact.

13.15.11 Technician Rotation – Caltrans (Unit 11)

- A. Caltrans will implement and maintain a Transportation Engineering Technician (TET) Rotation Program as described in the published TET Rotation Program.

- B. Participation in the Rotation Program is voluntary for all permanent, full-time TETs in the large Districts (3, 4, 6, 7, 8, 10, 11, and 12).
- C. Headquarters Units will coordinate with districts to become involved. Management will consider requests of Headquarters technicians if assignments are available in adjacent districts that would not require a change in the employee's residence.
- D. Requests of employees in small Districts (1, 2, 5, and 9) who desire an individual rotational program will be considered.
- E. The rotation program participation shall be voluntary by employees. To qualify to be involved in a rotation program, the TET:
 - 1. Must have permanent status as a TET (completed probation period); and
 - 2. Must demonstrate, if requested, a knowledge of algebra and trigonometry; and
 - 3. Must have been in present functional area for one year (time can be reduced on an individual basis).
- F. Once an employee is committed to participate the employee shall complete the rotational assignment unless a mutual agreement by management and the employee is reached to terminate rotation. The participant's request of an assignment at the end of rotation shall be considered, however, operational needs shall determine the employee's assignment at the time of completion.
- G. The rotation program will not exceed two (2) years from the date it is started except in unusual circumstances. Generally an assignment will be no less than three (3) months and no more than six (6) months. Assignments may be extended or reduced based on operational needs.
- H. The rotational training assignments will involve any three (3) of the following major engineering functional areas:
 - Construction, Design/Project Hydraulics, Maintenance, Material Lab, Transportation Planning and Environment.

- I. Each employee participating in the rotation program shall be assigned a Counselor for the purpose of jointly assessing program and the individual's progress on a periodic basis.

13.16.1 Employee Recognition and Morale Program – Franchise Tax Board (FTB), Board of Equalization (BOE), California Department of Tax and Fee Administration (CDTFA) and Office of Tax Appeals (OTA) (Unit 1)

- A. The FTB agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- B. The BOE agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- C. The CDTFA agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- D. The OTA agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.
- E. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed fifty dollars (\$50) per employee. Cash awards under this section are excluded from compensation for the purposes of retirement.
- F. Employee Peer Group Nominating Committee(s) will develop criteria for granting recognition consistent with the current guidelines. Any Unit 1 employee who

volunteers to be on the committee will be selected to participate as a committee member.

- G. This section is subject to the complaint procedure of Article 6 of this contract.

13.17.1 Independent Research/Professional Papers (Unit 1)

- A. Upon prior approval of the department head or designee, the State may provide a Unit 1 employee up to forty (40) hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.
- B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.
- C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries. This section is subject to the complaint procedures as specified in Article 6, Grievance and Arbitration.
- D. Signature credit shall be given employees who author or co-author any independent research/professional papers research document.

13.18.15 Employee Group Meetings (Unit 15)

Supervisors shall conduct meetings at least once a month with Unit 15 employees to discuss work-related problems and/or State initiated changes which affect Unit 15 employees and other information which is pertinent to the employee's work performance. Supervisors will accept suggestions from such employees on job improvements and submit the suggestions to the employee's management for consideration.

13.18.17 Professional Practice Groups (Unit 17)

- A. The purpose of Professional Practice Groups (PPG) is to provide an orderly process through which nurses' services may participate regularly as a group to:
1. Establish, maintain and improve the standard of nursing practices;
 2. Function as a central group to assist in:
 - a. maintaining competence in nursing practices;
 - b. increasing the scope of practice of registered nurses by exposure to new skills, trends, and developments of practice within the profession; and
 - c. recognizing and accepting responsibility for recommending improvements to nursing practice;
 3. Participate actively in efforts to define and upgrade the standards of nursing practice, education, orientation, ethics, conduct, and achievement as required by the appropriate licensing board;
 4. Serve as a centralized group for receiving individual or group concerns pertaining to nursing and channeling this input for study, evaluation and consideration; and
 5. Improve communications between members of the profession, related treatment/health care disciplines, and management and supervisors regarding new trends and changes in nursing practices such as a result of legislation, science or new applications and interpretation of existing laws.
- B. It is the intent of the State to support the establishment of PPGs on either a facility or regional basis. All registered nurses employed at a facility are members of the PPG. The size, composition, and frequency of meetings for registered nurse PPGs shall be determined by facility management, which may include multidisciplinary PPGs. Facilities which currently have multidisciplinary PPGs may continue their interdisciplinary PPGs. These meetings shall be open. Subject to supervisory approval based on operational need and with at least two (2) weeks

reasonable advance notice, an employee shall be permitted to attend a PPG meeting. The process of selecting officers shall include an election of representative rank-and-file registered nurses and may also include direct appointments by management. Direct appointments by management may not exceed one-half of the total officers. Prior approval of agendas may be required. Each PPG may elect officers, publish agendas in advance and distribute their minutes and notice of meetings only within the facility. Each PPG shall prepare minutes and provide a copy to management. Upon request, facility management may review the minutes prior to distribution.

- C. PPGs shall be able to use State facilities, clerical support and mail systems consistent with current practices, workload and other facility priorities. Registered nurses participating in PPGs shall suffer no loss of compensation and shall receive no overtime as a result of attendance at any PPG meeting or assignments made by a PPG.
- D. PPGs may submit recommendations to facility management. Management shall acknowledge the receipt of the recommendations and respond in writing within three (3) months. It is understood by both parties that effective two-way communications improve morale and productivity.
- E. No PPG shall discuss any subject that falls within the mandatory or permissive scope of bargaining as it relates to wages, hours, working conditions, classification studies, or a subject of any grievance or complaint. PPGs may, however, provide suggestions to appropriate department management on improvements to in-service training, and the appropriateness of uniform requirements. PPGs are also appropriate forums to discuss issues such as appropriate trauma and crisis counseling for special situations, the need for hospice training where applicable and in accordance with job requirements. No PPG communications, written or oral, may occur with any agency or organization other than the facility management without prior approval of the facility director or designee.
- F. All departments shall support the formation of PPGs.

- G. Employees shall not receive any overtime for attending PPG meetings.
- H. The Department of Education shall schedule at least one meeting during each year of this Agreement and the school year between representatives of the registered nurse staff of the two (2) schools for the deaf and the three (3) diagnostic schools. The Department shall publish the meeting schedule by September 1 each year of this agreement. Unit 17 representatives will have at least thirty (30) days to submit agenda items. Additional meetings shall be scheduled at the Department's discretion. For these meetings, representatives may be required to travel in conjunction with other staff during planned school activities and be required to use Departmental designated accommodations and facilities. A detailed agenda will be submitted for approval to the Department at least ten (10) work days prior to the meeting. Employees shall suffer no loss of compensation and shall receive no overtime compensation as a result of these meetings. If a representative's workweek cannot be modified due to operational needs, any weekend meeting shall be considered work time and compensated on an hour-for-hour basis.
- I. All departments that currently utilize PPGs shall reaffirm, in writing, and publish, the importance of the PPG and encourage Unit 17 employees to attend the meetings. The date, time, and location of the meetings shall be included in the notice. This information shall be provided to new employees during the formal orientation process.
- J. Subsections A and E of this section are not subject to the Grievance and Arbitration Article.

13.18.20 Professional Practice Groups (PPG) (Unit 20)

- A. The purpose of PPGs is to provide an orderly process through which Unit 20 Level of Care (LOC) nursing staff may participate regularly as a part of a group to:
 - 1. Establish, maintain, and improve the standard of LOC nursing practices;
 - 2. Function as a central group to assist in:
 - a. maintaining competence in LOC nursing practices;
 - b. increasing the scope of practice of LOC nursing staff by exposure to new skills, trends,

and developments of practice within the provisions; and

- c. recognizing and accepting responsibility for recommending improvements to LOC nursing practice;
 3. Participate actively in efforts to define and upgrade the standards of LOC nursing practice, education, orientation, ethics, conduct, and achievement as required by the appropriate licensing board;
 4. Serve as a centralized group for receiving individual or group concerns pertaining to health care delivery and channeling this input for study evaluation and consideration; and
 5. Improve communications between members of the professions, related treatment/health care disciplines, and management and supervisors regarding new trends and changes in LOC nursing practices, such as a result of legislation, science, or new applications and interpretation of existing law.
- B. Each PPG may be limited to LOC nursing employees. The size, composition, and frequency of meetings shall be determined by facility management. These meetings shall be open and other employees may attend on the employee's own time or on State time with the employee's supervisor's approval. The selection process shall include an election of representative rank-and-file LOC nursing employees and may also include direct appointments by management. Direct appointments may not exceed one-half (1/2) of the total membership of PPGs. Prior approval of agendas may be required. Each PPG may elect officers, publish agendas in advance, and distribute the PPG's minutes only within the facility. No bargaining unit officer or job steward may serve as an elected officer. Each PPG shall prepare minutes and provide a copy to management. Upon request, facility management may review the minutes and/or agenda prior to distribution.
- C. PPGs shall be able to use State facilities, clerical support, and mail systems consistent with current practices, workload and other facility priorities. Unit 20 LOC nursing employees participating in PPGs shall suffer no loss of compensation and shall receive no overtime as a result of

attendance at any PPG meeting or assignments made by a PPG.

- D. PPGs may submit recommendations to facility management. Management shall acknowledge the receipt of the recommendations and respond on a case-by-case basis as determined by management. It is understood by both parties that effective two-way communications improve morale and productivity.
- E. No PPG shall discuss any subject that falls within the mandatory or permissive scope of bargaining as it relates to wages, hours, working conditions, classification studies, or a subject of any grievance or complaint. PPGs may, however, provide suggestions to appropriate department management on improvements to in-service training, and the appropriateness of uniform requirements. No PPG communications, written or oral, may occur with any agency or organization other than the facility management without prior approval of the facility director or designee.
- F. All departments that currently utilize PPGs shall reaffirm, in writing, the importance of the PPG and encourage Unit 20 LOC nursing employees to attend the meetings. The date, time, and location shall be provided to new employees during the formal orientation process.
- G. Subsections A and E of this section are not subject to the grievance and arbitration article.
- H. This section shall apply only to those departments or facilities (as appropriate) where there currently exists a multi-disciplinary LOC nursing PPG.

13.18.21 Professional Assessment and Development Committees (Unit 21)

The purpose of the Professional Assessment and Development Committee is to enhance professional development of Unit 21 employees through continuing education and training and improve professional standards through the review and revision of classification specifications.

The committee will also discuss best practices for creating a positive and professional environment, ensuring a culture that encourages professional growth, and enhancing employees'

existing knowledge and skills, workplace diversity and equal opportunity, and cultural awareness.

- A. The Committee will consist of equal numbers of management and Union representatives. However, there shall not be more than five (5) management representatives and five (5) Union representatives, unless increased by mutual agreement. The committee will meet on a quarterly basis and the meeting agenda will be established 30 days in advance of the meeting via conference call. The agenda will include discussion topics and identification of possible management attendees.
- B. Committee recommendations, if any, will be advisory in nature.

Professional Assessment and Development Committee meetings shall not be considered contract negotiations and shall not be considered a substitute for the grievance procedure.

13.19.15 State-Required Training (Unit 15)

- A. The State agrees to reimburse Unit 15 employees one hundred percent (100%) for expenses incurred as a result of completing training or education courses required by a department. Reimbursement shall be limited to tuition and/or registration fees; cost of course required books; transportation or mileage expenses from the employee's headquarters; toll and parking fees; lodging and subsistence expenses. Reimbursement for the above expenses shall be in accordance with section 12.1 of this Contract.
- B. Unit 15 employees who are directed to attend a training course required by a department shall be granted reasonable time off without loss of compensation for courses that are scheduled during the employee's normal working hours.
- C. Unit 15 employees who are directed to attend a training course required by a department during other than the employee's normal working hours shall have the employee's work schedule adjusted within the employee's regularly scheduled workweek or be credited with time worked.

- D. An employee shall receive reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability, or other similar event.

13.20.15 Career-Related Training (Unit 15)

- A. Upon completion of an authorized career-related training or education course, a department shall reimburse a Unit 15 employee for up to fifty percent (50%) of course-required books and tuition. Unit 15 employees shall attend these courses on the employee's own time. However, departments may adjust the employee's work schedule for courses which occur during the employee's normal work hours.
- B. The employee shall receive reimbursement for tuition and books if the training assignment is terminated prior to completion either (1) at the convenience of the State, or (2) because of death, prolonged illness, disability or other similar event.
- C. To ensure equitable treatment among employees, each department shall make available to interested employees, its training policy. Unit 15 employees may make application for scheduled training courses. Each department shall give consideration to all requests for training.
- D. To the extent practicable and within available training resources, the department shall arrange for such counseling, education, and training of employees as may be reasonably needed to prepare them for placement in other State civil service positions when the employee's positions have been or are about to be changed substantially or eliminated by automation, technological changes, or other management-initiated changes.
- E. The State shall provide to all employees, two 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 employee's 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.

- F. By September 1 of each year, each department shall provide the Union with a copy of its upward mobility policy. Thereafter, each department shall provide the Union with a copy when its upward mobility policy is changed.
- G. With prior authorization by a department head or designee, the State may reimburse and/or provide an amount of time off without loss of compensation for attendance at upward mobility career related training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that a different amount of reimbursement and release time may be provided to employees with the same or similar situations.

13.21.15 Orientation and Safety Training Excluding CDCR and CCHCS (Unit 15)

- A. Departments shall provide on-the-job orientation for all Unit 15 employees on the employee's first day of physical employment.
- B. Safety training shall be provided within the first month of employment. The intent is to provide sufficient training to ensure that the employee will have the opportunity to perform the employee's duties at a satisfactory level and in a safe and efficient manner.

13.22.15 CDCR (Adult Programs) and CCHCS Training (Unit 15)

- A. The CDCR shall provide Unit 15 employees with forty (40) hours non-custody staff training in the In-Service Training (IST) units at the employee's respective institutions. New Unit 15 employees shall be provided with this training within three (3) months of being hired. On the employee's first day of physical employment, on-the-job training will be given on "working in a correctional setting," which shall include Inmate/Staff Relations. Within the employee's first thirty (30) days of employment, the employee will be scheduled to attend "Non-custody" block training. Current Unit 15 employees shall attend training on an on-going basis in equitable ratio to other non-custody employees who have

regular direct responsibility for supervising two (2) or more inmates. Attendance in IST training will be based on the availability of funds and space.

- B. Upon the Union's request, each institution shall provide annually to the Union the number of its Unit 15 employees who have completed forty (40) hours of training.
- C. The CDCR shall provide training in a variety of forums relative to job related topics. The following training components can be used to address the job related issues, but does not limit the department to use other available training resources as follows: (1) the Centralized Food Services Library; (2) Cook/Chill Training Handbook; (3) Food Services Handbook; (4) Inmate Supervision, Timekeeping and Disciplinary Procedures; (5) Use of Force Procedures; (6) Tool Control Inventory; (7) HACCP Training Manual; (8) employee self protection training; and (9) ServSafe Certification.
- D. Whenever the training program for Unit 15 employees is substantially revised, the Union will be notified and given an opportunity to discuss the changes.
- E. The Union may propose revisions to the training for Unit 15 employees to the Chief of Department Training who will consider this input and notify SEIU Local 1000 of the decision in writing within thirty (30) days.
The CDCR shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of the employee's own, is unable to attend scheduled training, it shall not be noted in the employee's annual performance evaluation.

13.23.15 CDCR Training (Juvenile Programs) (Unit 15)

- A. All new Unit 15 employees will be provided with an orientation handbook and an orientation checklist.
- B. The CDCR shall provide Unit 15 employees with forty (40) hours of mandated Support Academy Training at the Juvenile Justice Training Center or at a designated location within six (6) months of being hired. Attendance at the Academy will be based on a space available basis.

C. The CDCR shall provide training at each individual institution in a variety of forums relative to job-related topics. The following are examples of training that can be utilized to address the job-related topics but does not limit the Department to utilize other available training components:

1. Orientation of new staff;
2. Crisis Intervention-Basic;
3. Ward Grievance-DDMS;
4. Infection Control;
5. Institutional Security;
6. Management of Assaultive Behavior-Basic;
7. Sexual Harassment;
8. Work Place Violence;
9. Cook/Chill Procedures;
10. Hazardous Analysis Critical Control Point (HACCP) Procedures; and
11. ServSafe Certification.

D. The CDCR shall schedule and make available all mandatory training without loss of compensation to the employee. If an employee, due to no verifiable fault of the employee, cannot attend the scheduled training, it will not reflect as a “needs improvement” or “unsatisfactory” on the employee’s annual evaluation.

13.24.17 Orientation (Unit 17)

- A. Departments will provide an on-the-job orientation for all Unit 17 employees hired after the effective date of this Contract. The orientation will take place within thirty (30) days of employment.
- B. Through the PPG’s, Unit 17 employees may provide recommendations for content of the orientation program provided to nursing staff.
- C. The State recognizes the importance of orientation for new employees. Issues related to orientation shall be brought forward by SEIU pursuant to Article 5.10 (Labor Management Committees) and resolved in a problem solving context.

13.25.17 Mandatory Training (Unit 17)

- A. Unit 17 employees who are approved by the State to attend training courses required by the department shall be granted time off without loss of compensation when the course is attended during the affected employee's scheduled work hours. If attendance at such courses is required by the department during an employee's off-duty hours, such attendance shall be considered time worked.
- B. Continuing education necessary for professional licensing shall not be considered mandatory training for purposes of this section unless a specified course required by the department incidentally meets the continuing education requirements. Nothing in this section shall relieve employees of any requirement to maintain professional licenses, certificates, registrations, etc.
- C. Upon satisfactory completion of mandatory training, the State agrees to reimburse Unit 17 employees for the expenses incurred. Reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Toll and parking fees in accordance with Article 12 (Allowances and Reimbursements), section 12.1 (Business and Travel Expense);
 - 4. Transportation or mileage expenses from the employee's headquarters in accordance with Article 12, section 12.1;
 - 5. Lodging and subsistence expenses in accordance with Article 12, section 12.1.
- D. The departments shall establish reasonable policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

13.26.17 Non-Mandatory Training (Unit 17)

- A. For purposes of this section, "non-mandatory" training is training or education where attendance is generally requested/initiated by an employee and is not required by the department. With prior and express authorization by the department head or designee, the State may reimburse Unit 17 employees for up to one hundred percent (100%) of the cost for course-required books or

tuition and/or provide an amount of time off without loss of compensation for attendance at non-mandatory training. Release time without loss of compensation may be for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that different amounts of reimbursement and release time may be provided to employees in the same or similar situations.

- B. The departments shall establish policies and procedures with regard to the method by which an employee obtains the necessary advance authorization for monetary reimbursement and/or release time approval.

13.27.17 In-Service Training (Unit 17)

- A. The CDCR shall determine the in-service training necessary for Unit 17 employees and, upon request, shall seriously consider input from the Union. In-service training may include, but not be limited to, such topics as ward/inmates supervision, working relationship with wards/inmates, and ward/inmate disciplinary procedures.
- B. Departments other than those noted in section A, shall develop and offer job-related in-service training on an annual basis. Each department shall develop its training plan and, upon request, shall seriously consider input from the Union. The training plans shall be published annually and distributed to all employees and the Union.
- C. All departments employing Registered Nurses with Professional Practice Groups shall reaffirm, in writing, to each Hospital or Developmental Center Executive Director, Warden or Superintendent or appropriate administrator the importance of the Professional Practice Groups particularly as it relates to in-service training.

13.28.17 Education and Training Opportunities and Resources (Unit 17)

- A. Departments shall provide information on education opportunities, training, and training resources. This shall include the sharing of in-service continuing education course information on a regional basis between

departments. Such information shall also be available to the Union upon request.

- B. The State shall provide to all employees, two 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 employee's 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.

13.29.17 Research Projects (Unit 17)

- A. With the approval of the department, a Unit 17 employee may use State facilities for the purpose of conducting research when the employee is pursuing continuing education credits, is involved in a personal research project, or other departmentally approved training. The use of State facilities shall not result in increased costs to the State nor shall the rights of clients, patients, inmates, wards, or students be compromised.
- B. Upon request of a SEIU Local 1000 Unit 17 representative, the department will provide the identification of those major funded research projects in the area of health care delivery that are being currently conducted or considered.

13.30.20 Orientation (Unit 20)

Departments shall endeavor to provide on the job orientation for all Unit 20 employees within two (2) months of being hired but no later than five (5) months of being hired.

The intent of the orientation shall be to provide sufficient training to ensure that the employee will have the opportunity to perform the employee's duties at a satisfactory level in a safe and efficient manner.

13.31.4 20/20 Program (Unit 4)

The State, where fiscally feasible, shall explore providing 20/20 programs for Unit 4 employees. Employees interested in pursuing this opportunity shall develop an education plan and/or Individual Development Plan with supervisor input. The 20/20 program endeavors to provide the opportunity for employees to participate in state sponsored, college or university courses for up to twenty (20) hours per week without loss of compensation when employees would otherwise be scheduled for work. At the request of the Union, individual department(s) shall meet to explore the development of a 20/20 program(s).

13.31.11 20/20 Program (Unit 11)

Starting on or before June 1, 2010, the State, where fiscally feasible, shall provide 20/20 programs for Unit 11 employees. 20/20 programs involve employee participation in a formal educational curriculum up to twenty hours per week without loss of compensation when the employee would otherwise be scheduled for work. At the request of the Union, individual department(s), where fiscally feasible, shall meet to explore the development of a 20/20 program(s).

13.31.15 20/20 Programs (Unit 15)

Where feasible, the State may explore providing 20/20 programs for Unit 15 employees. 20/20 programs involve employee participation in a formal educational curriculum up to twenty (20) hours per week without loss of compensation when the employee would otherwise be scheduled for work. At the request of the Union, individual department(s) may meet to explore the development of a 20/20 program(s).

13.31.20 20/20 Programs (Unit 20)

Where feasible, the State shall provide 20/20 programs for Unit 20 employees. 20/20 programs involve employee participation in a formal educational curriculum up to twenty (20) hours per week without loss of compensation when the employee would otherwise be scheduled for work. At the request of the Union, individual department(s) shall meet to develop a 20/20 program(s).

Applicants shall complete the Bargaining Unit 20 20/20 Program application form, which is included as a side letter to this Memorandum of Understanding (MOU). A copy of the application

with the approval or the reason for denial shall be sent to SEIU Local 1000.

20/20 Program Application

SEIU Local 1000

Bargaining Unit 20 – 20/20 Program Application

Please note: By submitting this application you are in no way guaranteed acceptance into the Bargaining Unit 20 20/20 Program.

Section A: Employee Request

Name (Print) _____ Request Date: _____

Current Position: _____ Seniority Score: _____

Department: _____

Primary phone #: _____ Email Address: _____

Course Schedule:

School: _____

Dates of Attendance: _____ Total Hours per Week: _____

What specific knowledge or skill will you learn?

How will the acquired knowledge or skill help improve your performance and/or prepare you for more advanced responsibilities?

Section B: Suggested Attachments

Any and all documents submitted may be taken into account when determining acceptance into the Bargaining Unit 20 – 20/20 Program.

- Individual Development Plan
- Summary of desired Degree/Certification/Education
- Detailed Course descriptions and schedule
- Summary of pertinent work experience
- Any other documents believe would be beneficial for

acceptance into 20/20 program

Section C: Approval or Denial

Your application is **APPROVED**.

Supervisor/Manager

Facility

Date

Your application is **DENIED** for the following reason(s).

Supervisor/Manager	Facility	Date
CC: SEIU Local 1000, Bargaining Unit 20	1808 14th St. Sacramento, CA 95811	

13.32.20 Education and Training Opportunities (Unit 20)

- A. Departments shall make available information on education opportunities and training to Unit 20 employees upon request. The departments shall continue existing practices of disseminating education and training information.
- B. The State shall provide to all employees, two 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 employee's 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.

13.33.20 Mandatory Training (Unit 20)

- A. The State agrees to reimburse Unit 20 employees for expenses incurred as a result of satisfactorily completing training or job-related continuing education courses required by the State. Such reimbursement shall be limited to:
 - 1. Tuition and/or registration fees;
 - 2. Cost of course-required books;
 - 3. Transportation or mileage expenses;
 - 4. Toll and parking fees;
 - 5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with Article 12, section 12.1 of this Contract.

- C. Unit 20 employees who are directed to attend a training course required by the department shall be granted reasonable time off without loss of compensation for courses that are scheduled during the employee's normal working hours.

13.34.20 Non-Mandatory Training (Unit 20)

- A. For purposes of this section, "non-mandatory" training is training or education where attendance is generally requested/initiated by an employee and is not required by the department. With prior and express authorization by the department designee, the State may reimburse Unit 20 employees for up to one hundred percent (100%) of the cost for course required books and/or tuition. The State may also provide an amount of time off without loss of compensation for attendance at non-mandatory training. Release time without loss of compensation may be granted for up to one hundred percent (100%) of the time required for course attendance. Both parties agree and understand that different amounts of reimbursement and release time may be provided to employees in the same or similar situations.
- B. It is the State's intent that this section shall be administered in a non-discriminatory and equitable manner. Allegations of favoritism or inequitable treatment shall be grievable up to CalHR.

13.35.4 Employee Recognition and Morale Program – Franchise Tax Board (FTB), Board of Equalization (BOE), California Department of Tax and Fee Administration (CDTFA) and Office of Tax Appeals (OTA) (Unit 4)

- A. The FTB, BOE, CDTFA and OTA agree to establish an Employee Recognition and Morale Program to recognize individual employees and/or a group of employees for outstanding contributions on the job. All Unit 4 employees are eligible for recognition under the program.
- B. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the

amount of cash nor the value of a non-monetary award shall exceed fifty dollars (\$50) per employee. Cash awards under this section are excluded from compensation for the purposes of retirement.

- C. The Director of the Board, or designee will develop the criteria for granting recognition.
- D. This section is not subject to Article 6 of this Contract.

13.36.4 Library Technical Assistant (Safety) Upward Mobility (Unit 4)

Effective the pay period following agreement, Library Technical Assistant (Safety) employees enrolled in a graduate program at a library school accredited by the American Library Association (as required in the minimum qualifications for the Librarian – Correctional Facility specification) will receive up to forty-five hundred dollars (\$4500) tuition reimbursement from CDCR. At the end of each enrollment period, tuition shall be reimbursed for each class completed with at least a “C” or satisfactory grade. CDCR will allocate funding specifically for this program.