

## **ARTICLE 23 – CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, (CDCR) DIVISION OF JUVENILE JUSTICE**

### **23.1.3 Purpose (Unit 3)**

On March 10, 2006, the State and the Union concluded negotiations mandated by the Alameda Superior Court, in the case of Margaret Farrell versus Walter Allen III, Director California Youth Authority, No. RG03079344. On February 25, 2016, the parties agreed to dismiss the Farrell v. Kernan case with prejudice and further agree that all provisions of the Remedial Plans, Consent Decree and other Orders shall be terminated. The results of these negotiations were originally reflected in Article 23 of the 06-08 Memorandum of Understanding (MOU). Any subsequent modifications have been by mutual agreement and are reflected in this Article.

### **23.2.3 Academic Work Year (Unit 3)**

- A. All full-time DJJ/CEA Unit 3 eligible employees shall work a 220 day Academic Calendar year. The 220 day Academic Calendar Year includes two hundred ten (210) instructional days and ten (10) professional staff development days.
- B. If the DJJ/CEA authorizes an Intersession in subsequent academic years, DJJ/CEA Unit 3 eligible employees, who meet the qualifications for the work needed, shall be offered this additional work assignment prior to seeking outside resources. If two (2) or more individuals are interested in the same assignment, the employee with the most state seniority shall be given the assignment. Salary earned during the intersession shall not be considered compensation for the purpose of retirement contribution.
- C. Employees shall be compensated for said work at the employee's normal daily rate of pay.
- D. Should DJJ/CEA decide to offer a half day school schedule or a half day assignment during Intersession, BU 3 employees shall receive one half (1/2) of the employee's daily rate of pay, and not be expected to work more than four (4) hours per day. Teachers scheduled to work during Intersession shall be compensated for student contact time, as well as preparation time as outlined in section 21.14.3. DJJ/CEA will clearly delineate if the assignment is half day or full day.

- E. Intersession is defined in the Academic Calendar. During this session, a full-time DJJ/CEA Unit 3 eligible employee shall be:
  - 1. Permitted to work; or,
  - 2. Permitted to choose to not work; or,
  - 3. Granted a combination.
- F. Employees who worked the July 13, 2006 through August 6, 2006 Intersession shall have this time counted for purposes of retirement.

### **23.3.3 CDCR-DJJ Academic Calendar Annual Modification (Unit 3)**

During the term of this Contract, the CEA, Superintendent of Education, hereby agrees that they will provide the Union with copies of proposed CDCR-DJJ academic calendar(s) for the following academic year by November 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Superintendent shall be free to implement the calendar(s) unilaterally. In the event of an emergency or of events beyond the control of the Superintendent of Education, CDCR-DJJ shall be free to make such change(s) in any or all of the academic calendars for the CDCR-DJJ as are required by operational necessity.

### **23.4.3 Additional Instructional Assignments (Unit 3)**

- A. A full-time DJJ/CEA Unit 3 eligible employee, who is authorized or directed to provide additional instructional assignments outside of the regular work schedule, shall be compensated in the following manner:
  - 1. Additional instructional service shall be compensated in fifteen (15) minute increments.
  - 2. Each hour of additional instructional service shall be compensated equivalent to one-eighth (1/8) of the employee's daily rate of pay.
  - 3. Additional instructional service shall be compensated on a cash basis.
- B. No employee will be directed to provide additional instructional assignments outside of the regular work schedule, prior to the solicitation of volunteers.

### **23.5.3 Thirty (30) Day Summer Session Leave (Unit 3)**

- A. The Superintendent of Education may grant, upon request of a permanent full-time DJJ/CEA Unit 3 eligible employee, a leave of absence for the thirty (30) day Summer Session up to thirty (30) scheduled work days.
- B. DJJ/CEA Unit 3 eligible employees, who have accrued Educational Leave, will be permitted to use approved Educational Leave, in accordance with section 8.28.3 Educational Leave of this MOU, to pay for all educational related activities completed during the thirty (30) day Summer Session.

### **23.6.3 Educational Leave (Unit 3)**

- A. Effective August 1, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall cease Educational Leave accrual, as provided in section 8.28.3 Educational Leave.
- B. All full-time DJJ/CEA Unit 3 eligible employees shall be permitted to retain the Educational Leave credits accrued prior to the termination of accrual described in paragraph A. above.
- C. Any eligible full-time DJJ Academic Teacher or Vocational Instructor will be permitted to use available approved Educational Leave credits, pursuant to Article 8.28.3 Educational Leave of this MOU.

### **23.7.3 Holidays (DJJ/CEA) (Unit 3)**

All affected DJJ/CEA Unit 3 eligible employees shall not be entitled to official observed State Holidays with pay. These days shall be observed as unassigned, non-work days.

- A. For all DJJ/CEA Unit 3 eligible employees, when a regular holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.
- B. For all DJJ/CEA Unit 3 eligible employees, when a premium holiday, falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.

These premium holidays are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and December 25.

### **23.8.3 Vacation (Unit 3)**

- A. Effective with the August 2006 pay period, all full-time DJJ/CEA Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.
- B. All full-time DJJ/CEA Unit 3 eligible employees shall be permitted to retain the Vacation Leave credits accrued prior to the termination described in paragraph A. above.
- C. Effective August 7, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall be precluded from using Vacation Leave credits, except:
  - 1. As provided for in section 8.16, FMLA and section 8.18, Work and Family Participation; or
  - 2. In exceptional (uncommon) situations not covered by section 23.9.3, Personal Necessity Leave (PNL), on a case-by-case basis and subject to supervisory approval.

### **23.9.3 Personal Necessity Leave (Unit 3)**

- A. A new full-time DJJ/CEA Unit 3 eligible employee, upon successful completion of an initial academic calendar ninety (90) day semester, shall be credited with three (3) Personal Necessity Days on the first day of the following semester.
- B. All current full-time DJJ/CEA Unit 3 eligible employees shall be credited with three (3) Personal Necessity Days the first work day of each academic calendar year annually, so long as, the accrual does not result in a total balance in excess of six (6) Personal Necessity Days.
- C. Personal Necessity Leave may be utilized by an employee who has sufficient leave.
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking the employee's Personal Necessity Day. A Personal Necessity Day may be granted with less than five (5) working days' notice.

E. Upon termination from State employment, the employee shall be paid for all accrued Personal Necessity Days.

### **23.10.3 CDCR, DJJ, Academic Teacher/Vocational Instructor Salary Schedule (Unit 3)**

A. A current DJJ/CEA Unit 3 eligible employee, shall be compensated in accordance with the current DJJ/CEA Unit 3 Salary Schedule for the county in which the employee's respective facility is located (Appendix C).

B. A new DJJ/CEA Unit 3 eligible employee shall be placed on the salary schedule first by education above the Bachelor's Degree or for career-technical teachers who do not possess a Bachelor's Degree, the equivalent of a Bachelor's Degree (High School Diploma plus seven (7) years of college work and in trade work experience) and second by years of full-time credentialed teaching experience. Career-technical teachers who possess a Bachelor's Degree will be placed on the salary schedule in the same manner as academic teachers.

c. For current and new employees with less than ten (10) years of state service, outside qualifying experience in a full-time credential teaching position can be used to place the employee into the salary schedule up to a maximum of Step 10 (120 months).

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

E. Steps are years of service. Range increases are attained by completing additional credits as described on the salary schedule.

F. Current DJJ/CEA Unit 3 eligible employees who were initially placed on the salary schedule, based upon salary, establishes the individuals' qualifications for that range. All employees hired prior to April 1, 2006, who are initially placed into the salary schedule based upon salary, will move in range upon completion of twelve (12) credits through Range E for Vocational Instructors and Range F for Academic Teachers.

### **23.11.3 Credits for Salary Advancement (Unit 3)**

- A. Acceptable credits will be limited to new semester (or equivalent quarter) credits earned in an accredited college or university, or California Commission on Teacher Credentialing (CCTC) approved program, including credits for continuing education courses if provided on an official transcript from an accredited college or university. College credits, continuing education credits and any DJJ/CEA designee approved work credits from industry for vocational education teachers will be pertinent to the employee's position and not be a repetition of previously acquired credits or work experience.
- B. Continuing education units (CEUs) required for current professional license/certification and/or continuing education units or work experience directly related to course curriculum and/or professional development, that are offered by approved providers may be accepted for salary advancement with prior approval from a DJJ/CEA designee.
- C. For the purpose of salary advancement DJJ/CEA Unit 3 employees may also receive both professional growth and salary advancement as long as there has been prior approval for such an action from a DJJ/CEA designee as follows:
  - 1. New college credits, CEUs, or trade experience used for salary advancement shall have relevance to the course curriculum of the teacher or specialist seeking credit and bring new skills, content or technology into the program in order to stay knowledgeable with the public education and trades programs.
  - 2. In lieu credit may be granted for engaging in projects and/or workshops approved by a DJJ/CEA designee regarding the improvement of instruction and curriculum at the rate of ten (10) hours equal to one credit. No more than six (6) credits will be granted in one (1) year.

### **23.12.3 INTENTIONALLY EXCLUDED**

#### **23.13.3 Bargaining Unit 3 Teacher Service Credit (Unit 3)**

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