

## **SIDE LETTERS**

### **Side Letter #1 – Golden Handshake**

If the Golden Handshake provisions are offered during the term of this Contract and the CDE or any of its Special Schools or Diagnostic Centers participate, the department will consider offering it to Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 employees in the CDE

### **Side Letter #2 – Domestic Partner**

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code section 297.

### **Side Letter #3 – Retired Annuitants**

The State and the Union agree that hiring retired annuitants may be necessary to perform mission critical work. Mission critical is defined as a disruption in normal business, which may result in the failure of a business operation. Retired Annuitants shall not displace SEIU represented employees.

This Article will be subject up to step three of the formal grievance process and will not be arbitrable.

### **Side Letter #4 – Access Agreement**

Date: March 5, 2007

To: State of California Department Heads, Labor Relations Officers, SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives.

Subject: Side Letter Regarding Access

Over the last two (2) years, the State of California and SEIU Local 1000 have struggled to find a balance between the State's operational needs and the Union's need to access the employees it represents at the employee's worksites. This challenge has resulted in a number of serious

confrontations, including arrests, as well as legal conflicts in various forums that continue to this day.

In the interest of harmonious Labor Relations, the parties agreed in June of 2006 to work with a neutral mediator and make a good faith effort to resolve the issue. The enclosed document is the result of those sessions between CalHR and SEIU Local 1000.

As with all agreements, both sides had to compromise. This Agreement, however, is intended to provide a proactive framework for facilitating Union access and addressing disputes before they escalate.

In that spirit, the State and the Union are fully committed to the following principles:

- Department/Union cooperation in seeking solutions to access issues
- Swift resolution of disagreements when they occur
- An ongoing understanding of, and respect for, each others' particular operational needs

We now look to you to implement this Agreement in the spirit in which it was negotiated. There will be joint training provided on the Agreement at a date still to be determined.

#### Attachment

This document is developed for the purpose of implementing the collective bargaining agreement. Department personnel and Union representatives are encouraged to discuss/resolve access problems if they arise.

The Union shall provide advance notice of its intent to visit worksites. Departments shall notify the Union of the appropriate person to receive notice. Providing notice shall not be interpreted as requesting permission. However, where worksites with legitimate issues of safety, security or patient care exist, reasonable accommodations for access and/or distribution of information shall be provided. Departments shall discuss such accommodations with the Union.

The Union has the right to distribute information where represented employees work. The Union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the Union and its members.

When problems/issues regarding union access to members' worksites occur, and cannot be resolved at the department level, the following persons should be contacted:

Paul Starkey, Deputy Director of Labor Relations, CalHR	(916) 215-8579
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Anne Giese, Chief Counsel, SEIU Local 1000	(916) 554-1279

In the event that agreement cannot be reached between CalHR and SEIU Local 1000 contact persons, the dispute may be submitted directly to arbitration pursuant to Step 4 of the grievance procedure. The parties shall exchange written statements regarding the issue and the response within one week of failure to agree.

**Side Letter #5 – Student Assistants**

The State and the Union agree that hiring student assistants may be necessary to give students the opportunity to gain experience in the employee’s field of study and give the State the ability to attract high quality candidates for possible hire. Student assistants shall not displace SEIU represented employees.

This Article will be subject up to step three of the formal grievance process and will not be arbitrable.

**Side Letter #6 – PLP 2020**

This Agreement is a Side Letter to the current Memorandum of Understanding (MOU) effective January 2, 2020 through June 30, 2023 between Service Employees International Union, Local 1000 (Union) and the State of California (State).

This Agreement is necessitated by the unanticipated budget shortfalls arising from the COVID-19 pandemic. It is the intent of the parties to maintain the spirit and the letter of the 2020-2023 MOU, except as modified herein.

The Union and the State do hereby agree as follows:

### OPEB CONTRIBUTION

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution of 3.5% for prefunding other post-employment benefits for the 2020-21 fiscal year, as described in Section 9.24 paragraph A, is suspended and shall not be withheld from employees' salaries beginning on July 1, 2020, and ending on June 30, 2022. The employer's monthly contribution for prefunding other post-employment benefits will continue as described in Section 9.24 paragraph A.

### PERSONAL LEAVE PROGRAM (PLP) 2020

For fiscal years 2020-21 and 2021-22, SEIU Local 1000 represented employees shall participate in the Personal Leave Program 2020

(PLP 2020) for two (2) days or sixteen (16) hours per month in the manner outlined below.

A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 9.23%.

B. Each full-time employee shall be credited with sixteen (16) hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program. The accrual rates for

Bargaining Unit 3 employees working an academic year shall be pursuant to the chart in Section Y below.

C. Salary rates and salary ranges shall remain unchanged.

D. Employees will be given maximum discretion to use PLP 2020 subject to severe operational considerations. However, whenever feasible, PLP 2020 should be used in the pay period it was earned.

E. PLP 2020 must be used before any other leave with the exception of sick leave and Professional Development Days. Employees may elect to use PLP in lieu of approved sick leave.

F. PLP 2020 shall be requested and used by the employee in the same manner as vacation/annual leave in Section 8.1.

G. When an employee has requested to use PLP 2020, and the request is denied on two separate, consecutive occasions, the employee's third request for PLP 2020 shall be approved subject to severe operational considerations that make granting the request a health or safety risk.

H. PLP 2020 accruals do not expire.

I. PLP 2020 may be cashed out upon separation from state service.

J. PLP 2020 leave shall not be considered as “time worked” for overtime purposes except when an employee is mandated to work overtime or has been redirected and is mandated to work overtime to process unemployment claims in the same week in which they use approved leave then that approved leave will be considered hours worked for purposes of calculating overtime.

K. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor’s benefits the employee would have received had the PLP 2020 not occurred.

L. PLP 2020 shall not cause a break in State service, nor a reduction in the employee’s accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, nor service towards a merit salary adjustment.

M. PLP 2020 shall neither affect the employee’s final compensation used in calculating State retirement benefits nor reduce the level of State death nor disability benefits to supplement those benefits with paid leave.

N. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications.

O. Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined

based on the employee's time base consistent with the chart in Article 7 of the MOU.

P. PLP 2020 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section X below.

Q. PLP 2020 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.

R. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from the PLP 2020 for that month.

S. Seasonal and temporary employees are not subject to PLP 2020.

T. Employees not eligible for healthcare are not subject to PLP 2020.

U. Effective July 1, 2020, the minimum salary in the salary range for all SEIU Local 1000 classifications shall be no less than \$15 per hour.

V. Effective July 1, 2020, the classifications and alternate ranges listed in Attachment 1 shall be provided the following Special



Salary Adjustments (SSAs), as modified by this Side Letter Agreement.

W. Effective July 1, 2020, no SEIU Local 1000 represented employee shall make less than \$15/hour as a result of the implementation of PLP 2020.

X. All Permanent Intermittent and Special School employees who are subject to the State Special Schools 10-month compensation agreement shall be subject to the pro-ration of salary and PLP 2020 credits pursuant to the chart below:

<b>Hours Worked During Credit Pay Period</b>	<b>PLP 2020 Hours</b>
0-10.9	1
11-30.9	2
31-50.9	4
51-70.9	6
71-90.9	8
91-110.9	10
111-130.9	12
131-150.9	14
151 or over	16

Y. Bargaining Unit 3 employees who work academic calendars will accrue PLP 2020 on a pro-rated basis, as follows:

<b>Days per Academic Year</b>	<b>FT</b>
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176	10.84
184	11.32
194	11.94
209	12.86
220	13.54

Z. Continuation of the Voluntary PLP (VPLP) during the duration of PLP 2020 shall be at the discretion of the employee. If the employee elects to alter their participation in VPLP, they shall be allowed to opt out or change at any time during the PLP 2020 program.

#### IMPROVING AFFORDABILITY AND ACCESS TO HEALTHCARE

A. For the period from July 1, 2020, to June 30, 2022, inclusive, the provisions of 11.2 titled “Improving Affordability and Access to Healthcare” is suspended. For this time period, the following provisions apply:

1. All health benefit-eligible SEIU Local 1000 represented employees will receive a monthly payment of \$260 and will be ineligible for the Flex-Elect Benefit Plan cash option.
2. The Flex-Elect Benefit Plan cash option shall be reinstated July 1, 2022. For those eligible, enrollment for the Flex-Elect Benefit Plan shall be open April 1, 2022.
3. This payment shall not be considered as “compensation” for purposes of retirement.

B. Notwithstanding any other provision of this MOU, the State may implement changes to the provisions of 11.2 titled "Improving Affordability and Access to Healthcare" or this Side Letter when CalHR determines such changes are necessary in order to comply with state and federal law. CalHR's interpretation of state and federal law may be based on administrative policies, regulations, or any other guidance interpreting such laws. The State shall meet and confer with the Union over the effects of any changes made pursuant to this section.

C. The duration of subdivision (A) of this Side Letter expires by its own terms or if the provisions of the section titled "Contract Reopener Language – Elimination of Pay Decreases and Suspensions" are triggered.

### TELEWORK

Recent experience has demonstrated the benefits and challenges arising from telework programs. The State and the Union commit to work together to transform state government by expanding teleworking on as large a scale as possible.

The State and the Union agree that the use of telework will not result in layoffs.

### COST SAVINGS TASK FORCE

Both parties understand the seriousness of the State's budget deficit and the need for budget savings. Further, the parties acknowledge the uncertainty of the fiscal crisis and its duration. In the spirit of collaboration, the parties agree to establish a joint Cost Savings Task Force to discuss, identify and recommend cost savings solutions. In particular, the task force shall endeavor to find cost savings sufficient to fund the General Salary

Increase (GSI) scheduled for July 1, 2021. If such cost savings are not mutually agreed upon by the parties on or before March 30, 2021, the GSI shall be deferred through June 30, 2022. The cost savings must be in addition to the efficiency and cost savings measures already assumed in the 2021-22 Governor's budget. The determination of the sufficiency of funding shall be at the sole discretion of the Director of Finance.

The State and the Union shall each designate one (1) co-chair. The task force shall consist of no more than eight (8) management representatives selected by CalHR, including at least one representative from the Department of Finance, and no more than eight (8) union representatives selected by the Union. By mutual agreement the size of the task force may be adjusted. Upon mutual agreement subject matter experts may be invited as needed to attend the meetings and provide expertise. Task force members and employee subject matter experts shall serve without loss of compensation.

The task force shall meet quarterly starting in August 2020 but may adjust the schedule by mutual agreement.

#### CONTRACT REOPENER LANGUAGE – ELIMINATION OF PAY DECREASES AND SUSPENSIONS

- A. Due to the significant economic impacts of the COVID-19 Recession, in accordance with Section 3517.6 of the Government Code, notwithstanding any other provision of law, the following economic provisions of the existing memorandum of understanding (MOU), which require the expenditure of funds for increased salaries and wages that were to become effective on July 1, 2020, are hereby suspended until July 1, 2022:

- Section 11.1 (A) (1) (GSI, 2.5%)

B. The remainder of the MOU, including economic terms of the agreement not specifically related to the pay item listed in paragraph A shall continue in full effect.

C. The determination of sufficient funding to restore the reductions relative to this Side Letter shall be at the sole discretion of the Director of the Department of Finance if either of the following circumstances occur:

1. If the Director of the Department of Finance, as a result of appropriate federal legislation providing additional funding to the state to address the impacts of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.

2. If the Director of the Department of Finance, as a result of state revenue becoming sufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the cost of providing the various pay items that have been suspended or reduced as a result of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.

D. In the event the Director of the Department of Finance elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced by operation of this Side Letter, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.

E. In the event that neither of the circumstances in paragraph C occur and/or the Director of the Department of Finance does not restore, at their sole discretion, Article 11.1.A.1. Salaries, the General Salary Increase of 2.5% shall become effective on July 1, 2022.

F. If the Governor and Legislature do not draw funds from the rainy day fund to cover revenue shortfalls, the PLP 2020 in fiscal year 2021-22 will be discontinued.

### NO FURTHER REDUCTIONS

The MOU, shall continue in full effect, subject to the exceptions noted in this Side Letter. The State shall not seek additional employee compensation reductions from SEIU Local 1000 represented employees.

### DISPUTE RESOLUTION PROCESS

The Union and the State agree that any grievances concerning the terms of this Side Letter shall be initiated at the CalHR level, per Section 6.9 of the current MOU between the parties. A copy of the grievance shall be provided to the department upon submission to CalHR.

The Union and the State agree that the mini-arbitration process, Section 6.14 of the current MOU, shall be the exclusive means to resolve any disputes concerning this Side Letter.

Notwithstanding the language in Section 6.14, the State's participation in the mini-arbitration process is mandatory.

### **Side Letter #7 – Gender Neutral Pronouns**

The parties agree to use gender neutral pronouns throughout the provisions of this Contract. By changing these pronouns to make them gender neutral, neither party intends any change to the intent of the language or past practice.

### **Side Letter #12 – Public Employee Communication**

The Public Employee Communication agreement dated April 5, 2018 shall remain in effect.

### **Side Letter #14 - PLP 2012**

In support of Article 8.32 of this Memorandum of Understanding, the State and the Union agree to continue paragraphs 3.1, 4, 6, 7, 8, 9, 12, 14, and the Dispute Resolution Process of the attached Side Letter through the duration of the Agreement. All other provisions of the Side Letter shall be of historical significance only. If the MOU conflicts with any of the above cited paragraphs of the Side Letter, the MOU shall control.

### **Side Letter #15 – Department Name Changes**

The parties recognize that during the term of this Agreement Departments/Agencies names may change and may be modified in this Agreement accordingly.

### **Side Letter #17 - Employee Work Locations**

Once a year, the Union may request a department to provide information regarding the physical location (e.g., division, floor, yard, building, cubicle, etc.) of SEIU 1000 represented employees at any worksite. When possible this information shall be provided electronically.

Departments are not requested to create the information requested. The department will provide information if it already exists or is currently maintained.

This provision is not subject to the grievance and arbitration procedure of this Contract.

### **Side Letter #18 - Contract Completion**

If any existing Contract language was not rolled over, the parties will meet and rollover the language.

### **APPENDIX A- UNIT 1 SALARY SCHEDULE**

#### **APPENDIX B**

#### **Side Letter 8.1 – EDD Tax Tools October 19, 2000**

The Employment Development Department (EDD) Field Audit Compliance Division (FACD), Audit Program Tax Administrators I, EDD Tools Package agreement of October 19, 2000 was revised by management in 2014.

#### **Side Letter 9.1 – EDD Quality Assurance Review (QAR)**

The Employment Development Department (EDD) Quality Assurance Review (QAR) agreement of February 28, 2001 was revised by management in 2014.

#### **Side Letter 10.1 INTENTIONALLY EXCLUDED**

#### **Side Letter 12.1 – California Environmental Protection Agency (CalEPA) Agreement dated October 2000**

The October 2000 agreement between the State and the Union regarding the CalEPA headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

#### **Side Letter 16.1**

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.



## **APPENDIX C - UNIT 3 SALARY SCHEDULE**

### **APPENDIX D**

#### **Side Letter 16.3**

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

#### **Side Letter 17.3**

Within sixty (60) days of ratification of this Agreement, the Union and CalHR shall meet to update the salary schedules applied to all Unit 3 Academic Teachers and Vocational Instructors employed by the California Department of Corrections and Rehabilitation.

## **APPENDIX E - UNIT 4 SALARY SCHEDULE**

### **APPENDIX F**

#### **Side Letter 10.4 – California Environmental Protection Agency (CalEPA) Agreement dated October 2000**

The October 2000 Agreement between the State and the Union regarding the CalEPA headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

#### **Side Letter 16.4**

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

## **APPENDIX G - UNIT 11 SALARY SCHEDULE**

### **APPENDIX H**

#### **Side Letter 16.11**

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

## **APPENDIX I - UNIT 14 SALARY SCHEDULE**

### **APPENDIX J**

#### **Side Letter 16.14**

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

#### **Addendum 2.14 – Pay Differentials (Unit 14)**

Parties agree to meet and legislative ratification to make corrections to this Article and it will be attached to the agreement.

## **APPENDIX K - UNIT 15 SALARY SCHEDULE**

### **APPENDIX L**

#### **Side Letter 16.15**

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

## **APPENDIX M - UNIT 17 SALARY SCHEDULE**

### **APPENDIX N**

#### **Side Letter 7.17 – Activation of Correctional Treatment Centers (CTC's)**

Except as directed by the courts, the provisions of the CDCR/SEIU Local 1000 agreement regarding activation of CTC's (June 99) shall continue during the term of this Agreement. CDCR and SEIU Local 1000 shall, upon request of either party, meet and confer over the impact of court directives.

#### **CTC Activation Agreement**

1. CDCR management agrees to provide training to CTC RNs who are involved in the Keyhea process and updates annually, if needed. It is understood that this training may be provided on an on-the-job basis.
2. CDCR management agrees to offer training in sexual assault to CTC RNs assigned to the Emergency Room. The training shall include the following:
  - Psychosocial Aspects
  - Physical Assessment Techniques
  - Legal Aspects
  - Evidence Collection

It is understood that this training may be provided on an on-the-job basis. SEIU Local 1000 will be provided a copy of the training program within thirty (30) days of completion.

3. CDCR management agrees to offer training in treatment of pepper spray patients to newly hired Registered Nurses who will respond to emergencies. It is understood that this training may be provided on an on-the-job basis.
4. Unit 17 nurses assigned to Standby Emergency Medical Services (SEMS) shall be given twenty-four (24) hours of on-the-job practical trauma training or Basic Trauma Life Support training based upon a nationally recognized

curriculum. Training will be on State time and at State expense. An employee assigned to the first (1st) or third (3rd) watch may have the employee's shift adjusted to coincide with the time of the course. The Health Care Services Division (HCSD) will endeavor to develop the training program within six (6) months. CDCR will attempt to implement the program within twelve (12) months. SEIU Local 1000 shall be given a copy of the training program sixty (60) days prior to its implementation.

5. The State agrees that Advanced Cardiac Life Support (ACLS) is not required as a condition of employment for RNs working in the CTC. Should CDCR management determine that in the future, ACLS training will be required for RNs, the Union will be notified, and this provision shall be reopened at SEIU Local 1000's request to meet and confer over this provision.

Prior to requiring the performances of ACLS procedures, management agrees to provide standardized procedures and competency validation process.

6. Management will staff the CTC's in accordance with the guidelines found in Title 22.
7. Bargaining Unit 17 RNs shall not provide dietary services other than meal serving, patient feeding, and food tray pick-up unless an emergency condition exists, or as otherwise provided in the CTC policies and procedures.

### **Side Letter 16.17**

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

### **Appendix 1.17 – Departmental Approved Courses and Application Procedures for Educational Differential**

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, DJJ

#### **A. Programs**

1. Courses included in programs leading to A.D.N., B.S., B.A., M.A., or Ph.D. in nursing, sociology,

psychology, management or administration that are obtained after being employed as an RN II.

2. Courses included in programs leading to “Expanded Practice” credentials (see California Nurse Practice Act), such as

- a. Nurse Practitioner
- b. Certified Emergency Nurse

3. Teaching credential courses

4. University of California Human Services

Certificate Programs

B. Specific Courses

Upper Division Physical or Behavioral Sciences

Technical Writing

Medical Records Documentation

Statistics

Computer Sciences

Time Management

Stress Management

Supervision/Management

Human Sexuality/Sex Education

Psychiatric Nursing

Rehabilitative Nursing

Neurological/Neurosurgical Nursing

Orthopedically Handicapped Nursing-directly related to activities of daily living

Abnormal Psychology

Psychiatric Treatment Modalities:

Behavior Modification

Reality Therapy

Transactional Analysis

Assertive Discipline

Pharmacology

Crisis Intervention

Group Dynamics

Family Therapy (child abuse, family in crisis, problem families)

Diabetic Care and Control

Substance Abuse

Patient Teaching

Ethnic/Cultural Sociology (including deaf/blind)

Legal Aspects of Nursing





2. Chief of Nursing Service reviews with employee that eligibility requirements are met.
3. Applicant arranges for college or university to mail official transcript to the Chief of Nursing Service.
4. Official transcript is reviewed by Chief of Nursing Service to establish courses do meet criteria and applicant successfully completed course.
5. Chief of Nursing Service signs and dates approval and then sends application with attached official transcript to Chief, Health Services, Sacramento, California for final approval.
6. When final approval made, the signed application is returned to Chief of Nursing Services at local institution to submit to Personnel Office for the salary increase (\$50.00 per month).

State of California  
 Department of Corrections and Rehabilitation, DJJ

PERSONNEL UNIFORM PROCEDURES	Number DRAFT
Subject Education Differential Pay Unit 17 and Excluded Employees	Date Issued 6/12/03

EFFECTIVE: July 1, 1985

**BACKGROUND**

Pay Differential #43 provides for the payment of \$50.00 per pay period to employees in specified classifications meeting the listed criteria.

Courses established by the Department of Corrections and Rehabilitation, DJJ as meeting this criteria are:

- Courses included in programs leading to AND, Associate of Arts, Bachelor of Science, Bachelor of Arts, MA, MS or PHD in nursing, sociology, psychology, management or administration.

- Courses leading to “expanded practice” credentials, for example, Nurse Practitioner, school nursing and emergency nursing.

- Courses improving job-related skills such as:

Nursing care skills

Medical related technology

Health promotion and prevention of disease

Management, supervision, records and reporting

Therapies

- Behavioral

- Social

- Psychological

Special patient situations

- Language

- Understanding criminal personality

- Substance abuse

Electronic medical records skills training

## **PROCEDURES**

Employee: Submit copy of transcripts indicating completion of appropriate coursework to Chief Medical Officer.

Chief Medical Officer: Review transcript for completion of appropriate coursework. If coursework complies with courses approved by the Department, approve transcript and forward to Personnel Office. If coursework does not comply with course approved by the Department, disapprove transcript and return to employee with cover memo explaining decision.

Personnel Office: Upon receipt of approved transcript from Chief Medical Officer, review pay differential #43 and determine if employee’s classification qualifies for payment. If appropriate, process request for payment using code 9N effective with the pay period in which the transcript was received in the Personnel Office from the Chief Medical Officer. Payment cannot be locked in on Personnel Action Request (PAR) therefore, payment must be requested each pay period.



## DEPARTMENT OF DEVELOPMENTAL SERVICES

### Lanterman Developmental Center

Lanterman Developmental Center

Administrative Directive

Personnel – 346: Educational Differential for Registered Nurses

Approved: Originally Signed by  
Lou Sarrao, Executive Director

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June 15, 2001

THIS IS A NEW DIRECTIVE

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### POLICY

Educational Differential is provided to Registered Nurses Range B, and Health Services Specialists who successfully complete the equivalent of 15 qualifying semester units of collegiate level job-related courses in a college or university of recognized standing shall be given an educational differential of \$50.00 per month.

### QUALIFICATION FOR EDUCATIONAL DIFFERENTIAL

2.1	Candidate must be in a permanent position to be eligible for Educational Differential.
2.2	Candidate must be at the level of Registered Nurse Range B or Health Service Specialist (HSS) to be eligible for Educational Differential.
2.3	Fifteen qualifying semester units or 23 qualifying quarter unit of job-related courses in an accredited college or university are required for Educational Differential.
2.3.1	Only units completed within the previous five years shall qualify towards education differential.
2.3.2	The candidate's transcripts must show a letter grade of "C" or better for each qualifying course or a ranking of "Pass" in a Pass/Fail ranking.
2.3.3	A current list of qualifying courses is available in the Training and Staff Development Office.

## RESPONSIBILITY

<b>3.1</b>	<b>Applicant</b>
3.1.1	Obtain the list of qualifying courses from the Training and Staff Development office.
3.1.2	Arrange and pay charges for official transcripts of college credits to be mailed directly to the Director of Training and Staff Development.
<b>3.2</b>	<b>Director of Training and Staff Development</b>
3.2.1	Maintain a current list of approved college courses and subject areas.
3.2.2	Discuss with applicant the college unit requirements and courses needed.
3.2.3	Determine whether the applicant's college units qualify.
3.2.4	Notify applicant if requirements are not met.
3.2.5	Forward approved transcripts to Coordinator of Nursing Service for approval.
<b>3.3</b>	<b>Coordinator of Nursing Services</b>
3.3.1	Review and approve transcripts.
3.3.2	Forward approved transcripts to Personnel Services for processing.

## REFERENCES

Unit 17 Collective Bargaining Agreement

### **Agnews Developmental Center**

BU 17 – Education Differential (Accepted courses)

1. Human Sexuality
2. Cardiac Nursing
3. Sex Education
4. Psychiatric Nursing
5. Crisis Intervention
6. Human Genetics
7. Growth and Development
8. Substance Abuse
9. Medical Electronics

- 10. Interpreting Laboratory Test Results
- 11. Respiratory Therapy
- 12. Pharmacology
- 13. Nursing and the Law-Legal Aspects and  
Legislation
- 14. Medical/Nursing Ethics
- 15. Gerontology
- 16. Physical Assessments
- 17. Upper Level Physical Behavioral Science Courses
- 18. Principals of Nursing Supervision and  
Management
- 19. Courses related to working with the  
Developmentally Disabled Client
- 20. Client Stress Management
- 21. Pediatrics Nursing
- 22. Communication skill courses for Client Care such  
as: Signing, Spanish
- 23. IV Therapy
- 24. E.R. Nursing
- 25. Terminally Ill Patient Care
- 26. Oncology Nursing
- 27. Statistics
- 28. Any nursing units required in the Nurse Practitioner  
Course Program
- 29. Any nursing units included in the ES, MS or Ph.D.  
Nursing Degree Program
- 30. Infection Control
- 31. Rehab Nursing – Ortho – PM/R
- 32. Technical Writing Care Plans, Medical Protocols  
and Procedures

## **Fairview Developmental Center**

Education Differential (Accepted courses)

Registered Nurse, Range B  
Health Services Specialist  
Supervising Registered Nurse  
Unit Supervisor

1. Human Sexuality
2. Cardiac Nursing
3. Sex Education
4. Psychiatric Nursing
5. Crisis Intervention
6. Human Genetics
7. Growth and Development
8. Substance Abuse
9. Medical Electronics
10. Interpreting Laboratory Test Results
11. Respiratory Therapy
12. Pharmacology
13. Nursing and the Law-Legal Aspects and  
Legislation
14. Medical/Nursing Ethics
15. Gerontology
16. Physical Assessments
17. Upper Level Physical Behavioral Science Courses
18. Principals of Nursing Supervision and  
Management
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Developmentally Disabled Client
20. Client Stress Management
21. Pediatrics Nursing
22. Communication skill courses for Client Care such  
as: Signing, Spanish
23. IV Therapy
24. E.R. Nursing
25. Terminally Ill Patient Care
26. Oncology Nursing
27. Statistics
28. Any nursing units required in the Nurse Practitioner  
Course Program
29. Any nursing units included in the BS, MS or Ph.D.  
Nursing Degree Program
30. Infection Control
31. Rehab Nursing – Ortho – PM/R
32. Technical Writing Care Plans, Medical Protocols  
and Procedures

### 33. Supervisory/Management Related Courses

Minimum 9 units required for RN III and Unit Supervisor as approved by the CNS or CD.

#### **Sonoma Developmental Center**

Education Differential (Accepted courses)

1. Upper division Nursing Courses, i.e., Cardiac, Psychiatric, Pediatric Nursing
2. Crisis Intervention
3. Human Genetics
4. Substance Abuse
5. Interpreting Laboratory Test Results
6. Pharmacology
7. Nursing and the Law-Legal Aspects and Legislation
8. Medical/Nursing Ethics
9. Gerontology
10. Physical Assessments
11. Upper Level Physical and Behavioral Science Courses
12. Principals of Nursing Supervisor and Management
13. Courses related to working with the D.D. Client
14. Statistics
15. Any nursing units required in the Nurse Practitioner Course/Program
16. Any nursing units included in the BS, MS or Ph.D. Nursing Program
17. Rehab Nursing – Ortho – PM/R
18. Technical Writing Care Plans, Medical Protocols and Procedures

Also courses that meet Supervision/Management requirements:

1. Supervisory/Management principles and practices
2. Written communication in organizations
3. Oral communication in organizations
4. Effective meetings
5. Excellence I the workplace

- 6. The Hiring process
- 7. Organizational behavior
- 8. Supervisory management problems

**Sonoma Developmental Center**

APPLICATION FOR EDUCATIONAL DIFFERENTIAL

RN RANGE B, SUPERVISING RN (SRN), SURGICAL NURSE I,  
SURGICAL NURSE II,  
HEALTH SERVICES SPECIALIST (HSS) UNIT SUPERVISOR

FIFTEEN (15) UNITS

COURSE WORK MUST BE COMPLETED WITHIN THE LAST 5  
YEARS. COURSE  
WORK MUST BE UPPER DIVISION (4 YR. COLLEGE/UNIVERSITY).

UNIT SUPERVISOR: NINE (9) OF THE FIFTEEN (15) UNITS MUST BE  
COMPLETED  
IN SUPERVISION/MANAGEMENT RELATED COURSE WORK.

NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

NAME ON TRANSCRIPT, IF DIFFERENT FROM ABOVE:

PRESENT ASSIGNMENT: \_\_\_\_\_

PROGRAM: \_\_\_\_\_

RESIDENCE: \_\_\_\_\_

LIST COURSES THAT YOU FEEL MEET QUALIFICATIONS:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_

---

SIGNATURE:

DATE:

PLEASE SEND OFFICIAL TRANSCRIPT TO:  
SONOMA DEVELOPMENTAL  
CENTER  
TRAINING OFFICE  
P.O. BOX 1493  
ELDRIDGE, CA 95431

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT ARNOLD WILLIAMS RN,  
PNED X6704

### BU 17 – RANGE B & C PROGRAM

Approved Job-Related Courses. (Suggested course titles – others can be approved by QRP)

#### NURSING RELATED COURSES

Pathophysiology for Nurses  
Concepts in Health Aging  
Professional Transition  
Professional Nursing Roles  
Statistics  
Health Assessment  
Health Appraisal  
Health Care Systems, Policy & Finance  
Health Assessment in Advanced Nursing Practice  
Health Care Finance and Quality Management  
Organization Theory and Design  
Human Resources Management  
Management Skills  
Population-Based Community Assessment, Planning and Partnership  
Development  
Introduction to Epidemiology  
Teaching Strategies for the Health Care Client  
Concepts of Complex Clinical Nursing  
Community Based Nursing  
Concepts in Community Health and Home Health Nursing  
Advanced Pharmacology  
Pathophysiology Basis of Disease for Advanced Practice Nurses  
Assessment and Management of Family Health Care

Advanced Pathophysiology  
Theories Foundations of Nursing Practice  
Leadership and Health Care Economics  
Leadership and Clinical Management  
Advanced Clinical Nursing for the Nurse Practitioner  
Nurse Practitioner Role in Primary Prevention  
Nurse Practitioner Role in Secondary Prevention  
Roles in Advanced Practice Nursing  
Secondary Prevention Pediatric Nurse Practitioner  
Secondary Prevention Geriatric Nurse Practitioner  
Nurse Practitioner Role in Tertiary Prevention  
Nurse Practitioner Role in Tertiary Prevention – Pediatrics  
Geriatric Nurse Practitioner Role in Tertiary Prevention  
Human Diversity and Health Care  
Health Teaching  
Life Cycle  
Biochemistry  
Professional Collaboration Nursing Practice  
Principles of Leadership/Management in Nursing

#### GERIATRIC COURSES

The Journey of Adulthood  
Women and Aging  
Images of Aging in Contemporary Society  
Psychology of Aging  
Heritage and Aging  
Health Issues of Aging  
Resource Management of Aging  
Social Services for the Aging  
Mental Health and Aging  
Alzheimer's Disease  
Caregiving/Home  
Death and Dying  
Aging in America: Politics and Change  
Biophysical Aspects of Aging  
Communication and Aging  
Multiculture/Aging  
Social Gerontology

#### PUBLIC HEALTH CARE & ADMINISTRATION



Environments of Public Administration  
Analytical Methods in Administration  
Program Evaluation  
Contemporary Issues in Health Care Management  
Managed Health Care  
Public Health Administration  
Non-Profit Management  
Grantsmanship and Financial Development  
Administrative Law  
Administration in Multicultural Settings  
The Disabled in America  
Seminar in the Administration of Justice  
Public Human Resources Administration and Labor Relations  
Finance and Budgeting  
Health Policy and Analysis  
State, local and Intergovernmental Management  
Graduate Survey of Public Policy & Administration Public Management  
and Organizational Change  
Legal and Ethical Issues in Health Care  
Public Policy and Analysis

COLLEGE – CERTIFICATE COURSES FOR CAADAC AND CAADE\*

Introduction to Human Services  
Introduction to Alcoholism and Substance Abuse  
Ethics and Human Service Worker  
Basic Interviewing and Counseling Skills  
Introduction to Counseling and Multicultural Population  
Psychopharmacology & Alcohol & Drug Abuse & Psychotherapeutic  
Medication  
Understanding Psychopathology and Treating the Dual Diagnosis Person  
Counseling Approaches and Techniques  
Group Counseling Strategies  
Group Counseling Process  
Case Management  
Internship for Mental Health /Substances Abuse Care

\*California Association Alcohol Drug Abuse Counseling (CAADAC)  
California Association Alcohol Drug Educator (CAADE)

DEPARTMENT OF EDUCATION

## College Courses – Registered Nurse II Education Differential

1. Degrees – courses leading to AA, BS, MS Ph.D. degrees in nursing.

2. Credentials – courses included in the following credential programs:

Nurse Practitioner

School Nursing

Emergency Nursing

3. Certificate program – courses offered by UC, leading to Human Services Certificate.

Courses offered in items 1, 2, and 3 cover a wide range of classes. Only job-related courses will be approved.

4. Specific subject area courses:

Abnormal Psychology

Audiology

Behavioral Disorders of Children

Computer Sciences

Crisis Intervention

Diabetic Care and Control

Ethnic/Cultural Sociology (including deaf/blind)

Family Therapy (child abuse, family in crisis, problem families)

Genetics

Group Dynamics

Growth and Development

Handicapped Child Care

Hearing and Speech Disorders

Human Sexuality/Sex Education

Infection Control

Interpreting Lab Reports

Leadership Training

Legal Aspects of Nursing-Legal responsibility

Medical Nursing Ethics

Medical Record Keeping

Neurological Nursing – Neurological Handicapped, care of Handicapped

Child Care

Nutrition

Orthopedically Handicapped-course directly related to care and activities of daily living

Patient Teaching

Pediatric Nursing

Pharmacology  
Physical Assessment  
Play Therapy  
Problems of Adolescence  
Psychiatric Nursing Psychiatric Treatment Modalities:  
e.g. Behavior Modification  
Reality Therapy  
Transactional Analysis  
Assertive Discipline  
Recent Advances in Pediatric Medicine  
Rehabilitative Nursing  
Respiratory Therapy  
Screening Procedures – e.g., sickle cell, scoliosis  
Second Language – Spanish  
Sign Language – beginning, intermediate, advanced interpretation  
Sport Injuries  
Statistics  
Stress Management  
Substance Abuse  
Supervision  
Technical writing – e.g., reports, protocols and procedures, care plans,  
grant applications  
The Asthmatic Child  
The Autistic Child  
Time Management  
Upper division Physical Behavioral Sciences  
Vision Testing

DEPARTMENT OF EDUCATION  
RN II EDUCATION DIFFERENTIAL

Name: \_\_\_\_\_

Class: Registered Nurse II

State Special School: \_\_\_\_\_

Course Title: \_\_\_\_\_ Units: \_\_\_\_\_

Course Content:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

College or University:  
\_\_\_\_\_

Approval: \_\_\_\_\_  
Immediate Supervisor

Approval: \_\_\_\_\_  
Superintendent

Attachment: Copy of Transcript

cc: Personnel Assistant

DEPARTMENT OF MENTAL HEALTH  
**Atascadero State Hospital**  
RN EDUCATIONAL DIFFERENTIAL  
BARGAINING UNIT 17

Registered Nurse Range B, Surgical Nurse I and II, and Health Services Specialists who successfully complete the equivalent of 15 qualifying semester units of collegiate level job-related courses in a college or university of recognized standing shall be given an educational differential of \$50.00 per month. Only courses on the lists established by each department for implementing this provision will qualify toward this differential.

Upon request of the employee, each department employing RN Range B, Surgical Nurse I and II, and Health Services Specialists shall make available to all current and new Unit 17 employees a copy of the lists of those courses which qualify for this differential.

Only courses completed within the previous five years shall qualify towards educational differential.

The educational differential shall not be considered as “compensation” for purposes of retirement contributions.

The State may add courses to the qualifying list at its discretion.

The 15 qualifying units must be taken from the following list:

1. Any required course which might lead to an AA, BA, BS, MA, MS, or Ph.D.
2. Human Services Certificate Program courses.
3. Courses in an expanded practice Act, in the following
  - a. Nurse Practitioner
  - b. Emergency Room Nursing
  - c. Public Health Nurse
4. Adult Education Teaching Credentials Program
5. Upper Division Physical Science
6. Upper Division Behavioral Science
7. Technical Report writing
8. Medical records keeping
9. Statistics
10. Computer Science
11. Stress management
12. Supervision
13. Management
14. Hospital management
15. Human sexuality
16. Sex education
17. Psychiatric nursing

18. Abnormal psychology
19. Gero psychiatric nursing
20. Gerontology nursing
21. Crisis intervention and theory
22. Substance abuse
23. Grief and loss
24. Strategies in psychosocial nursing
25. Family therapy
26. Group dynamics
27. Psychology of intervention techniques
28. Ethnic/Cultural
29. Sociology
30. Legal aspects of nursing.
31. Forensics – criminal justice
32. Medical ethics
33. Pharmacology
34. Interpreting lab results
35. Growth and development
36. Human Genetics
37. Physical assessment
38. Cardiac care.
39. Rehab nursing
40. Respiratory nursing
41. Leadership training
42. Spanish

Please submit a copy of your transcripts and request to:  
 Debbie Marks-Molfino  
 In-Service Training Center

If you have any questions, please call Debbie at (805) 468-2211.

#### Checklist for appointments

Complete all required items on ROSTER and POSITION CARDS  
 (STD. 608, 611)

\_\_\_\_\_ Leave Accounting System Information or Leave Record Card (if  
 applicable)

\_\_\_\_\_ Make Rolodex card (\_\_\_\_\_ Shift and RDO assignment  
 sheet)

\_\_\_\_\_ Enter on Form 672, Attendance Report

- \_\_\_\_\_ PAR and EAR, date keyed \_\_\_\_\_ date mailed
- \_\_\_\_\_ Label OPF, set up categories with clips and place with the active files
- \_\_\_\_\_ Licensed Employee? Make sure there is a copy of the employee's license in the OPF.
- \_\_\_\_\_ Manager, Supervisor, Confidential or Excluded employee?
1. Give employee "Compensation Plus" Packet (have them sign cover page, copy and put in OPP)
  2. Give employee Co-Ben information
- \_\_\_\_\_ Annual Leave (copy of letter to employee and file)
- \_\_\_\_\_ Optional for BU 7, 12, 13, 14, 16, 17, 18, 19, 20 and excluded Retirement Info (copy of letter to employee and file)
- \_\_\_\_\_ If EE requests: give option booklet (PERS-PUB-52) to employee, have ee sign page 1, mail notice to PERS, and make copy for OPF
- \_\_\_\_\_ Eligible for Health, Dental, Vision (copy of letter to employee and file)
1. Eligible if appointment exceeds 6 months & time base is 1/2 time or more.
  2. Memo to employee, if newly eligible.
  3. CoBen information to BU 7, 16, 18, & 19 (CoBen has no waiting period for Delta)
- \_\_\_\_\_ Additional Position?
- \_\_\_\_\_ Copy of approval letter or Work Assignment Form from current primary position supervisor to OPF.
- \_\_\_\_\_ Reduction of time base to less than 1/2 and enrolled in Medical Reimbursement Account?
- \_\_\_\_\_ Refer to Benefits Specialist for COBRA notification
- \_\_\_\_\_ Transfer?
1. PROFS/FAX previous agency, if needed.
  2. Check file for any required health benefit documentation - obtain if necessary

PSS Name: \_\_\_\_\_

Work Area: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Position Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Classification: \_\_\_\_\_

Salary Rate: \_\_\_\_\_ Range (if other than Range A): \_\_\_\_\_

Certification No. (For A01 Appt.): \_\_\_\_\_ List Type: \_\_\_\_\_

Cert Clearance sent to SPB: \_\_\_\_\_ Fingerprints Cleared: \_\_\_\_\_

Tenure: \_\_\_\_\_ Timebase: \_\_\_\_\_ Attachments: \_\_\_\_\_

Appointment Code: \_\_\_\_\_ Miscellaneous Change Code: \_\_\_\_\_

Length of Probation: \_\_\_\_\_ MCR: \_\_\_\_\_ CBID: \_\_\_\_\_ WWG: \_\_\_\_\_

Alternate Range Criteria \_\_\_\_\_ (Information from the Payscale)

540S# \_\_\_\_\_ 607# \_\_\_\_\_ (revised 3/2003)

### Salary Determination Form

Name: \_\_\_\_\_ Work Area: \_\_\_\_\_

Effective Date: \_\_\_\_\_

#:

Current Classification \_\_\_\_\_

#:

New Classification \_\_\_\_\_

Type of Salary Determination and Salary Rule:

_____ MSA/SISA	599.638 OR 599.585
_____ Range Change	See Alternate Range Criteria for Salary Rule
_____ List Appointment	599.573 or 599.674 or 599.675 or 599.676
_____ Transfer to Another Class	599.674 or 599.675 or 599.676
_____ Reinstatement	599.677 or 599.678



Use the California Civil Service Payscale – Pages 6.0 – 6.7 & 10.0 – 10.2 to aid in computing the salary determination to be made. (And whether special pays will be included in salary calculations.)

Determine MSA/SISA

Current Salary  $\times$  1.05 (5%) = New Salary

(Checkpoint: Is this new Salary within the salary Range? If not, you may have to adjust the new salary lower to meet the max or higher to meet the minimum.)

Determine Transferability Using Last A01 Appointment:

_____	$\times$ 1.05	= _____	$\times$ 1.05	-\$1	= _____
(From Max)	Times 5%	Equals one step	(times 5% again)	(subtract \$1)	(New max may be no more than this amount.)

Determine Salary

<u>Differential:</u>	<u>Salary differential</u>	= <u>Salary Regulation to use:</u>
<u>To Maximum</u>	+ 0.0% to + 5.0%	= 599.674 (a)
<u>From Maximum</u>	+ 5.1% to + 9.9%	= 599.674 (b)
<u>= Difference</u>	- 0.1% to - 9.9%	= 599.674 (c)
<u>/ Lower Maximum</u>	-10% or more lower	= 599.675
<u>% (range difference)</u>	+ 10% or more higher	= 599.676

Determine New Salary:

Current Salary \_\_\_\_\_  $\times$  1.05 = \_\_\_\_\_  
 or  
 Current Salary \_\_\_\_\_ = \_\_\_\_\_

- ( ) Less than 5%, employee may qualify for accelerated MSA.
- ( ) 5% or more, employee receives a new anniversary date.
- ( ) HAM class – Hiring above minimum authorization for class or individual.
- ( ) Recruitment and Retention-Item 351 on PAR: Earn, ID: \_\_\_\_\_ Amt: \_\_\_\_\_
- ( ) Plus salary-See Payscale section 5 for assistance in calculating adjustments.
- ( ) Other special pays-See MOU and Payscale to determine eligibility. List: \_\_\_\_\_

PSS: \_\_\_\_\_ Date Completed: \_\_\_\_\_

REQUEST FOR PERSONNEL ACTION  
 PERSONNEL TRANSITION REQUEST PROCESS  
 ORIGINATOR

COMPLETE A, B, CD, & D  
FORWARD REQUEST TO PERSONNEL

THEN:

PERSONNEL  
RETURNS PROCESSED REQUEST TO ORIGINATOR

THEN:

ORIGINATOR  
COMPETES E, F (FIRST LEVEL)  
RETURNS COMPETED HIRING PACKET TO PERSONNEL

THEN:

PERSONNEL  
NOTIFY ORIGINATOR OF SELECTION APPROVAL

## DISTRIBUTION

1. WHITE – POSITION CONTROL ANALYST, LOG SHEET.
2. GREEN – POSITION CONTRAL ANALYST, FILE COPY.
3. CANARY – EEO OFFICER
4. PINK – RETURN TO ORIGINATOR.
5. GOLDENROD – ORGINATOR RETAINS.

## **Napa State Hospital**

### Memorandum

To: Applicant for RN Educational Differential Date:  
From: Napa State Hospital  
Telephone: (707) 253-5258  
2100 Napa Vallejo Highway  
Napa, California

May, 2003

Subject: APPLICATION PROCEDURES

Attached you will find the following:

1. Guidelines Regarding Eligibility Requirements and Process for Requesting RN Educational Differential
2. List of Approved Subjects
3. Application for Educational Differential

If you are ready to submit your application, please refer to the attached guidelines and to Administrative Directive #353.

APPLICATION FOR RN EDUCATION DIFFERENTIAL  
NAPA STATE HOSPITAL

**Applicant Information**

Name	Work Location	Shift	Work Phone	Home Phone

LIST BELOW THE COURSES YOU HAVE COMPLETED WHICH YOU WISH TO USE TO QUALIFY FOR EDUCATIONAL DIFFERENTIAL:

Class	Quarter/Semester Taken	# of Units	Grade

LIST THE TRANSCRIPTS YOU HAVE HAD SENT TO THE LABOR RELATIONS OFFICE:

\_\_\_\_\_ Dated: \_\_\_\_\_ Applicant Signature

APPLICATION FOR RN EDUCATIONAL DIFFERENTIAL  
QRP DECISION:

\_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Date:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

\_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Date:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

### APPROVED SUBJECTS FOR RN EDUCATIONAL DIFFERENTIAL

**REQUIRED:** Applicants must have completed fifteen (15) acceptable units. At least nine (9) of the fifteen (15) required college units must be in one or more of the following subjects. The remaining six (6) credits may be in these subjects or may be selected from a list of “alternative subject areas” listed below.

- |  |                   |
|--|-------------------|
| Health Education                                 | Nursing           |
| Principles of nursing supervision and management | Humanities        |
| Psychology                                       | Life Science      |
| Sociology  | Forensics         |
| Education  | Philosophy/Ethics |
| Anthropology                                     | English           |
| Mathematics                                      | Nutrition         |
| Foreign Language                                 |                   |

**ALTERNATIVE:** Six (6) of your fifteen (15) credits may be from one or a combination of the following subject areas. The number in parentheses after each category is the maximum number of allowable credits in that category.

- |                             |                               |
|-----------------------------|-------------------------------|
| Recreation Therapies (3)    | Computer (6)                  |
| Economics (3)               | Political Science (3)         |
| Performance Improvement (6) | Guidance/Self Development (6) |
| Physical Education (2)      | Speech (6)                    |
| Supervision/Management (6)  |                               |

## GUIDELINES REGARDING ELIGIBILITY REQUIREMENTS AND PROCESS FOR REQUESTING RN EDUCATION DIFFERENTIAL

The Executive Director will establish a Qualification Review Panel (QRP) which shall consist of the Employee Relations Officer and at least one registered nurse. The QRP will review the qualification of applicants for educational differential and approve or deny application.

### 1. Qualifications Review Panel:

The QRP will meet monthly or as required. Responsibilities include:

- a. Maintains current list of approved subject areas. (NOTE: this list, which is attached to this packet, does not list specific classes, as not all classes within a subject area may be considered job related. For example, a forensic class about introduction to penal code commitments may be acceptable, whereas a forensic class about arrest and firearms would not be.)
- b. Approves/disapproves courses for addition to list.
- c. Verifies successful completion of required units from transcripts.
- d. May establish minimum requirements for specific courses and/or may set maximum credits allowed for given coursework.
- e. Monitors application and review process.

### 2. Candidates:

- a. Candidates must be employed at Napa State Hospital in the classification of RN B, surgical Nurse I or II, Health Services Specialist, or Supervising RN.

### 3. Unit Requirements:

- a. A list of approved job-related subjects is available through the Employee Relations office. Only approved courses shall qualify toward the differential.
- b. Credit given for courses taken to obtain RN licensure do not qualify toward the differential.

c. Only courses with a grade of "C" or better, or the numerical equivalent of a "C" or better, are accepted in fulfillment of college unit requirements.

d. Credit/no credit classes may be acceptable if verification of successful completion ("C/average" or better) is provided.

e. Quarter units convert to semester units on a three (3) for two (2) basis.

f. Qualifying courses must have been completed within the last five (5) years (determined by semester/year: e.g., class taken any semester in 1990 is good through 12-31-95).

4. Application Procedures:

a. Application packets are available in the Employee Relations Office and, after completion, are submitted to the Employee Relations Office.

b. The applicant will have an official, sealed (unopened) transcript delivered to the Employee Relations Office.

5. Timetables:

a. Timetable for application approval/disapproval process to begin after completed application packed (including transcripts) is received by Employee Relations Office. QRP will review applicant's packet at the first meeting of the panel after receipt of all required information.

b. Alternate range to become effective on first day of the pay period following approval by QRP.

6. Appeal process:

a. Written request for appeal will be addressed to the QRP (via Employee Relations Officer) within twenty (20) calendar days of notice of ineligibility.

b. The appeal consists of a personal interview with the QRP and submission of any additional relevant information or material applicant wishes to offer.

c. The QRP will make a decision on the appeal and notify the applicant in writing within ten (10) calendar days of the decision.

d. Final appeal will be to the Executive Director and must be requested in writing within twenty (20) calendar days of date of notice of QRP's appeal decision.

e. Applicants who are otherwise eligible and are not granted the educational differential because they have not met the course requirements may re-apply immediately upon completion of appropriate courses.

## **Patton State Hospital**

### Memorandum

To: Registered Nurses, Range B      Date: September 24, 2002  
Health Service Specialist  
Supervising Registered Nurses

From: Blanche Sherer  
(909) 425-7541

Telephone:

Subject: Educational Differential (E.D.)

Consistent with the language of the current agreement between the State and SEIU Local 1000, representing Bargaining Unit 17 (Ref: BU 17 Agreement, effective July 8, 2002 through July 2, 2003, Article 11 – Salaries, section 11.58.17 – Educational Differential and Department of Personnel Pay Scale, section 14.43 – Pay Differential, revised 8/31, Registered Nurses (Range B), Health Services Specialists, and Supervising Registered Nurses who within the past five (5) years have successfully completed the equivalent of fifteen (15) qualifying semester units of collegiate level, job related courses in a college or university of recognized standing, shall be given an educational differential of fifty dollars (\$50) per month.

To receive the education differential eligible staff must:

Complete and return an application form to the Director of Human Resources. (Forms are available from the Program/Department office, CNS, or Human Resources).

Submit official transcript showing courses to be considered. The transcript must have an Official University Seal and that seal must not be broken. You may also have the college or University send a sealed transcript directly to the Human Resources Department. Only courses on the attached list qualify toward the fifteen (15) semester units for this differential. However, the State may add courses to the qualifying list at its' discretion. Only courses completed within the previous five years shall qualify towards the educational differential.

The application will then be reviewed and approved/disapproved by the Program Director and then by the Coordinator of CNS and the PNED. The educational differential (E.D.) will become effective with the first pay period following approval. It (E.D.) is not considered "compensation" for retirement purposes, however, it is considered when calculating overtime compensation.

## Qualifying Courses

### Human Services Certificate Program Courses

Courses in an expanded practice credentials program as defined by the California Nursing Practices Act, in the following areas:

- a. Nurse Practitioner
- b. Emergency Room Nursing
- c. Public Health Nurse

Abnormal Psychology  
Adult Education Teaching Credentials Program  
Cardiac Care  
Computer Science  
Crisis Intervention Theory  
Ethnic/Cultural Sociology  
Family Therapy  
Forensics – Criminal Justice  
Gero Psychiatric Nursing  
Gerontology Nursing



Grief and Loss  
Group Dynamics  
Growth and Development  
Hospital Management  
Human Genetics  
Human Sexuality  
Interpreting Lab Results  
Leadership Training  
Legal Aspects of Nursing  
Management  
Medical Ethics  
Medical Record Keeping  
Pharmacology  
Physical Assessment  
Psychiatric Nursing  
Psychology of Intervention Techniques  
Rehab Nursing  
Respiratory Nursing  
Sex Education  
Sociology  
Spanish  
Statistics  
Strategies in Psychosocial Nursing  
Stress management  
Substance Abuse  
Supervision  
Technical Records Keeping  
Upper Division Behavioral Science

APPLICATION FORM  
RN EDUCATION DIFFERENTIAL

Employee Name: \_\_\_\_\_

Classification: \_\_\_\_\_

Program/Department: \_\_\_\_\_

List of courses to be considered below:

Course	Completion Date	Units Quarter/Semester

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

PROGRAM DIRECTOR: I have received and approve this application for review:

Signed: \_\_\_\_\_

Date:

COORDINATOR OF NURSING SERVICES:

Approved for Differential: \_\_\_\_\_

Not Approved for Differential: \_\_\_\_\_

Date:

Signature: \_\_\_\_\_

\_\_\_\_\_

PNED:

Approved for Differential: \_\_\_\_\_

Not Approved for Differential: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

[Text Wrapping Break]

**Metropolitan State Hospital**

**APPLICATION – REGISTERED NURSE B AND HEALTH SERVICES SPECIALIST**

Application for education differential on basis of fifteen (15) units of job-related college credits.

Name:

\_\_\_\_\_ (Last) (First) (MI)

Civil Service Classification: \_\_\_\_\_

Program:

\_\_\_\_\_ Unit: \_\_\_\_\_

Education:

\_\_\_\_\_ High School \_\_\_\_\_ Years Graduated Yes No (Circle One)

\_\_\_\_\_ College \_\_\_\_\_ Years Graduated Yes No (Circle One)

Other (Describe)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject Matter

Covered in Course Length Where Taken Units

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge, the foregoing statements are true and complete.

\_\_\_\_\_

Signed

Date

Please complete form, attach sealed transcripts and mail to:  
Pat LaMountain, PNED  
Nursing Education

## REGISTERED NURSE EDUCATIONAL DIFFERENTIAL PROCEDURE

In compliance with the Bargaining Unit 17 contract, Registered Nurse Range B, and Health Services Specialist (HSS), will receive an educational differential based on the following criteria:

Successful completion of the equivalent of fifteen (15) qualifying semester units of collegiate level job-related courses in a college or university of recognized stand.

Only courses completed within the previous five (5) years shall qualify towards the educational differential.

The fifteen (15) qualifying units must be taken from the following list:

1. Any required course which might lead to an AA, BA, BS, MA, MS or Ph.D.
2. Human Service Certificate Program courses.
3. Courses in an Expanded Practice Credentials Program as defined by the California Nursing Practice Act, in the following areas:
  - a. Nurse Practitioner
  - b. Emergency room Nursing
  - c. Public Health Nurse
  4. Adult Education Teaching Credentials Program
5. Upper Division Physical Science
6. Upper Division Behavioral Science
7. Technical report writing
8. Medical record keeping
9. Statistics
10. Computer Science
11. Stress management
12. Supervision

13. Management
14. Hospital management
15. Human sexuality
16. Sex education
17. Psychiatric nursing
18. Abnormal Psychology
19. Gero Psychiatric nursing
20. Gerontology nursing
21. Crisis intervention and theory
22. Substance abuse
23. Grief and loss
24. Strategies in Psycho-social nursing
25. Family therapy
26. Group dynamics
27. Psychology of intervention techniques
28. Ethnic/cultural sociology
29. Sociology
30. Legal aspects of nursing
31. Forensics – criminal justice
32. Medical ethics
33. Pharmacology
34. Interpreting lab results

## **PAY STATUS**

1. Educational differential will be made by the Personnel Office following written approval and recommendation from PNEC. The increased salary rate will become effective on the first of the pay period after the employee meets all of the conditions and established criteria.
2. The educational differential will be included when computing overtime compensations.
3. The educational differential shall not be considered as “compensation” for purposes of retirement contributions.

## **DEPARTMENT OF VETERAN’S AFFAIRS**

### **SUBJECT**

Registered Nurse, Range B, Supervising Registered Nurse and Surgical Nurse I and II – Education Differential.

## PURPOSE

To provide policy statement, guidelines and procedure for implementing Registered Nurse Range B, Supervising Registered Nurse and Surgical Nurse I and II of the Educational Differential Program as agreed to on July 1, 1995 between the State of California and SEIU Local 1000, Unit 17, section 11.57.17.

## DEFINITION

During this year's contract bargaining with SEIU Local 1000, Unit 17, section 11.57.17, the State agrees to provide qualifying Registered Nurses, Range B, Supervising Registered Nurses and Surgical Nurse I's and II's with an educational differential of fifty dollars (\$50) per month.

For purposes of overtime computation, this differential shall be considered as compensation.

- A. The fifteen (15) qualifying units must be taken from the following list:
1. Any required course which might lead to a BA, BS, MA, MS or Ph.D. in Nursing or Health Care Administration.
  2. University of California Human or Health Care Administrations Services Certificate Program courses.
  3. Courses in an Expanded Practice Credentials program as defined by the California Nursing Practice Act in the following areas:
    - a. Nurse Practitioner
    - b. Public Health Nurse
  4. Adult Education Teaching Credentials Program
  5. Upper Division Physical Science (Biochemistry, Pathophysiology)
  6. Upper Division Behavioral Science
  7. Technical Report Writing (Management Reports)
  8. Death and Dying (Terminally III)
  9. Statistics
  10. Computer Science
  11. Stress and Time Management

12. Supervision
13. Management (Principles of Nursing)
14. Hospital Management
15. Human Sexuality
16. Research
17. Psychiatric Nursing
18. Abnormal Psychology
19. Gero Psychiatric Nursing
20. Gerontological Nursing
21. Crisis Intervention and Theory
22. Substance Abuse
23. Grief and Loss
24. Strategies in Psychosocial Nursing
25. Family Therapy
26. Group Dynamics
27. Psychology of Intervention Techniques
28. Ethnic/Cultural Sociology
29. Sociology
30. Legal Aspects of Nursing
31. Communication Skill Courses for Client  
(Signing, Audio/Visual)
32. Medical Ethics
33. Psychopharmacology
34. Leadership (Nursing)
35. Growth and Development
36. Human Genetics
37. Physical Assessment
38. Cardiac Care
39. Rehab Nursing
40. Respiratory Nursing
41. Leadership Training
42. Spanish
43. Public Speaking
44. Nutrition
45. Hospice
46. Community and Mental Health Concepts
47. Home Health Care
48. Performance Evaluation
49. Communication Skills
50. Change (Management of)

- B. Courses granting continuing education units do not qualify.

**Appendix 2.17 – FLSA Exempt Employee Differential (Unit 17)**  
FLSA EXEMPT EMPLOYEE DIFFERENTIAL FOR EXTREMELY  
ARDUOUS WORK AND EMERGENCIES

Effective: 9/1/93

Revised: 7/1/99

**CRITERIA**

At the discretion of the appointing authority, excluded employees who are exempt from the Federal Fair Labor Standards Act (FLSA) shall be eligible to receive the differential when performing arduous work that exceeds the normal demands of State service employment. Excluded employees are eligible for this pay differential for up to four (4) months per fiscal year (or per event for emergencies involving loss of life or property). **All of the following conditions must be met in order to apply this pay differential:**

**Appropriate Duties**

The duties and responsibilities may not include work that is covered by the provisions of FLSA.

**Non-negotiable Deadline or Extreme Urgency**

The work must have a deadline or completion date that cannot be controlled by the employee or the employee's supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for the employee's work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of deadline. For example, preparing and presenting to the Governor's Office, Legislature, or Legislative Committees fiscal/line item analysis and budgetary information concerning the State Budget or departmental and line program budgets by a specific date, or testifying before the Legislature or Legislative Committees at their request, or responding to a declared emergency situation.

**Work Exceeds Normal Work Hours and Normal Productivity**



The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment. Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. These employees may regularly be required to work more than forty (40) hours per week to complete the employee's work. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal workweek, there is a demand for and achievement of greater productivity or result.

### **Work is Unavoidable**

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

### **Work Involves Extremely Heavy Workload**

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than twelve (12) to fourteen (14) days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand. For example, in an emergency involving extreme health, safety and/or cost consequence, an employee may be required to work evenings and weekends for several weeks, averaging more hours of work than can be scheduled/arranged for time off.

### **No Other Compensation**

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

### **The Circumstances That Support This Pay Differential Must Be Documented**

Departments must maintain records of the employees and amounts paid in each pay period, and a brief description of the circumstances for which the differential was provided. Departments are delegated

responsibility for the review and approval of payment. The review should occur after the work is completed to ensure that all of the conditions that warrant the pay differential were present. Application of the pay differential provisions is subject to audit or review by the California Department of Human Resources as necessary.

**Rate**

Three hundred dollars (\$300) per workweek, up to one thousand two hundred dollars (\$1,200) total per pay period. Any workweek that overlaps months should be counted in the month that the workweek ends.

An employee may be paid: period \$300

\$600

\$900 or

\$1200 per pay

**APPENDIX O - UNIT 20 SALARY SCHEDULE**

**APPENDIX P**

**Side Letter 16.20**

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.

**APPENDIX Q - UNIT 21 SALARY SCHEDULE**

**APPENDIX R**

**Side Letter 16.21**

Any provisions of the Contract that are not addressed through these negotiations will be rolled over and incorporated into the MOU.