

ARTICLE 21 - MISCELLANEOUS

21.1 Telecommute/Telework Program (Excludes Unit 17)

- A. Telework is defined as performing work one (1) or more days per pay period away from the worksite to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.
- B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Such programs shall operate within the guidelines established by the Statewide Telework Policy, State Administrative Manual section 181.
- C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of the department's formal written telework policy.
- D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State worksites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.
- E. Any denial of requests made under subsection B shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters.

21.1.17 Telecommute/Telework Program (Unit 17)

- A. Telework is defined as performing work one (1) or more days per pay period away from the worksite to which the employee is normally assigned. Such locations must be within a preapproved work space and during preapproved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.
- B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters.

Such programs shall operate within the policies, procedures, and guidelines established by the Statewide Telework Policy, State Administrative Manual section 181.

- C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of the department's formal written telework policy.
- D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program.
- E. Where operational considerations permit, departments shall consider implementing telework opportunities as a recruitment and retention strategy.

21.2 Electronic Monitoring (Excludes Unit 14)

- A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment the employee may grieve such action under Article 6.
- B. The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the sole source of attendance reporting or as the sole reason of discipline.

21.2.14 Electronic Monitoring (Unit 14)

- A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment the employee may grieve such action under Article 6.
- B. The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the source of attendance reporting.

21.3 Class A and Class B Commercial Driver's License (Excludes Units 17 and 21)

A. Training

Each department, at the request of an employee required to upgrade the employee's current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements, will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs related to obtaining a commercial driver's license, which become available to the State.

B. Medical Examinations

- 1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive the exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by the employee's personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.
- 2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:
 - a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and
 - b. A second medical examination is authorized and conducted; and
 - c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

C. Fee Reimbursements

- 1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade the employee's driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
 - a. The employee is authorized at least ten (10) workdays in advance by the employee's supervisor to take the examination;
 - b. The employee has a valid, current medical certification acceptable to DMV;
 - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).
- 2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.

3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

1. Upon ten (10) workdays advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:
 - a. The examination is scheduled during the employee's scheduled work hours; and
 - b. The examination does not interfere with the operational needs of the department.
2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

21.4 Call Centers

A. Definition of a Call Center:

A call center is the point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.

B. Training:

Training is essential to the creation and maintenance of an effective call center.

1. Training programs for new employees shall be pre-defined programs of classroom and on-the-job training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle; (5) shall be trained on how to properly escalate problem callers; and (6) ergonomic training.
2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.
3. Upon request, upward mobility training and information shall be provided to all call center employees.
4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.

C. Ergonomics:

An ergonomically sound environment is essential to the health and welfare of all call center employees.

1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least two (2) weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms received prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.
2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.
3. Upon the Union's request, departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.
4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and movements that can lead to repetitive trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.
5. The employee may make a request to the employee's supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after non-resolution of the problem. "Risk Management" shall reply in a reasonable time.
6. Every employee assigned to a call center will also be given access to information on workstation ergonomics.

D. Headsets:

Call centers shall accommodate reasonable requests for an employee's choice of headsets.

E. Call Monitoring:

1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.
2. Pursuant to the entire agreement clause, a department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.
3. Employees shall be notified before monitoring of the employee's calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored.

F. Other:

1. Appropriate call center technology should be applied.

2. 19.3(B) of the SEIU Local 1000 Contract shall be applied to all call center employees.
3. The State shall notify the Union prior to the creation of any new call center and/or the selection of any new technology. The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees.
4. The State shall train all call center managers/supervisors sufficiently so that the manager/supervisor can: (1) perform the duties of call center staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out the employee's duties; (4) handle escalating calls.
5. Dispute Resolution Process

If the Union disagrees with the department's determination of a call center under the definition provided in 21.4, the Union may file a dispute directly at the third step of the grievance procedures as provided in Article 6 – Grievance, Arbitration, and AWOL Procedures. Any dispute arising under this section shall not be subject to arbitration.

Any CalHR determination of a call center will address any applicable pay differentials.

21.5 Telework Stipend Program

A. Eligibility

Effective January 1, 2022, and payable after the first day of the pay period following ratification, employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:

1. Employees identified as Remote Centered with an approved telework agreement shall receive \$50 per month.
2. Employees identified as Office Centered with an approved telework agreement shall receive \$25 per month.
3. Incidental telework does not qualify for this stipend. The approved telework agreement must designate the employee's telework status as either Remote Centered or Office Centered.

B. Payment Process

1. This stipend shall be paid for each eligible pay period, payable the following pay period. The State shall endeavor to pay this stipend as part of the employee's regular pay warrant. The method of payment is not subject to Article 6 of the MOU.
2. The employee's approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee's approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.
3. This payment is not subject to a qualifying pay period.
4. For approved telework agreements that are effective other than the first of the pay period, the stipend is payable upon a fully executed telework agreement.
5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.
6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.

7. No receipts shall be required for the payment of this stipend.
8. Effective the first day of the pay period following ratification, no reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved office supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with the MOU and departmental policy.
9. Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this Side Letter Agreement and the terms of the MOU.

C. Telework Modification or Termination

Employees' telework agreements shall not be permanently modified by the State without adequate prior notice. The State shall endeavor to provide at least 30 calendar days' notice, but no less than 15 calendar days' notice to employees when permanently terminating or permanently modifying a Telework Agreement. This advance notice is not required due to unforeseen operational need or by mutual agreement between the employee and management. Upon request, a copy of the termination or modification will be provided to SEIU Local 1000.

D. Telework Joint Labor Management Committee

1. Upon written request, the State and the Union shall meet no more than four (4) times per fiscal year. Upon mutual agreement the parties may meet more frequently to continue discussion under this section. The Union and State shall each select up to eight (8) representatives. Union representatives shall serve without loss of compensation. The State and Union will discuss cross-departmental issues related to the implementation and administration of the Statewide Telework Policy including, but not limited to, equipment, tools, service delivery, and employee cost. Any recommendations from the committee shall be submitted directly to the Deputy Director of Labor Relations.
2. Upon mutual agreement, Subject Matter Experts may be allowed to attend. Additional representatives may be permitted upon mutual agreement between the parties.
3. The Union and State will mutually develop an agenda prior to each meeting.
4. This provision is effective through June 30, 2026.

- E. The Telework Stipend Program is grievable through the CalHR level. This program shall not be subject to arbitration. Any decision reached at the CalHR level shall be final.

21.5.1 Work Space Allocation (Unit 1)

A. Union Participation Matrix

The Union Participation Matrix is to be utilized by the departments in the design of newly constructed, leased, remodeled and/or renovated office space. The Union Participation Matrix clarifies the Union's involvement and in what way the Union contributes to the plan development. The objective is to ensure that the Union is involved throughout the project, from beginning to end, and ensure that management understands the role of the Union.

Union Participation Matrix

	Site Selection	Materials & Finishes	Furniture	Macro Layout and Space Plan (restrooms, parking, breakrooms)	Micro Layout and Space Plan
Union	E	E	ABCD	E	ABCD
Steering Committee	B	B	B	B	E
Solution Teams	E	ABF	AB	AB	ABCD

Levels of Participation

A – Input establish criteria	D – Review and decide
B – Review and influence solutions	E – Informed
C – Develop solutions	F – Choice (palette of options)

B. State Space Allowances Standards

State Administrative Manual (SAM) section 1321.14 (Revised 1/23/02)

The Real Estate Services Division (RESO) is responsible for developing and implementing planning and design standards and determining space needs for state owned and leased facilities. The following table delineates the maximum space allowances and space types for each job category. The allowances indicate net square feet and do not include space for circulation and special requirements outside the office/workstation space. These standards are general guidelines and can be modified and developed to meet job requirements of individual agencies and their employees.

Once an agency's design standards and space allocations have been developed and approved by RESO, any modifications must be reviewed and approved by RESO.

State Space Allowance Standards		Maximum Net Square Feet by Space Type				
Job Category	Examples of Typical Job Titles	**CF Private	**CF Open	**CF Group	**MSF Open	**MSF Group
Executive	Cabinet Secretary, Agency Administrator, Board Chairperson, Department Director, Commissioner	300				
Administrators	Deputy Director, Assistant Director, Executive Secretary, Department/Division Chief, Branch/Office Chief, Board Member	200				
Managers	Bureau Chief, Deputy or Assistant Chief, section Head	150				
*	Dept. Administrative Officer or Fiscal Officer, middle managers	150	150		112	

Supervisors*	Supervisor of large unit (10 or more)		125		96	
	Supervisor of small unit (9 or less), Asst. Unit Supervisor, First-line Supervisors		110		96	
Attorneys***	Attorney	150	100	100	80	80
Technical Professionals	Architect, Engineer			100	80	80
Working Professionals	Analyst, Accountant, Social Service Worker, Business Service Officer, Correctional Officer, Referee		100	100	64	64
Clerical Supervisors*	Clerical Supervisor		75		64	
Clericals	Account Clerk, Office Technician, Office Assistant, Stock Clerk		75	60	64	40

*THE NEED FOR PERIODIC PRIVACY AND CONFIDENTIALITY SHOULD BE CONSIDERED DUE TO PERSONNEL/LABOR RELATIONS ISSUES THROUGH THE EFFECTIVE WORK STATION LOCATION, CONFIGURATION OR PLACEMENT OF QUIET ROOMS.

****Definition of Terms**

<u>CF</u>	Conventional Furniture: Freestanding furniture used to make up a workstation, whether in traditional or open office design.
<u>MSF</u>	Modular Systems Furniture: System of interconnecting acoustical panels and hang-on components used to make up a workstation. Used in open office design.
<u>Private</u>	One person, individual, hardwall constructed office for classifications indicated. The RESD staff is available to work with agencies to prepare justifications for exceptions to these standards.
<u>Open</u>	Office design with a minimum of private offices. Emphasizes flexibility of reconfiguration, uses MSF or screens and conventional furniture.
<u>Group</u>	Hardwall constructed office or MSF workstation with two (2) or more persons sharing the working area. Used with compatible work functions.

*Throughout the design process, RESD Space Planners shall work with the client to establish allocations of personal and programmatic storage and file space for each employee as appropriate to the selected strategies.

***Applies to Trial Attorneys only, unless justification is submitted to RESD for review and approval.

C. Alternative Office Strategies

State Administrative Manual (SAM) section 1321.15 (Revised 1/23/02)

The RESD shall assist agencies/departments in the design of office space through the use of appropriate Alternative Officing (AO) methodologies to better utilize existing and proposed space and to support employee alternative work schedules. AO strategies are:

<u>Universal Plan</u>	Standardized design of workstation area that allows departments to move people rather than furniture.
<u>Team Space</u>	Open workspace arrangement involving workstations with fewer, lower partitions to facilitate communication and collaboration.
<u>Shared Workspace</u>	Two (2) or more employees sharing a single, assigned workspace either during the workday or on different shifts or schedules.
<u>Teleworking</u>	Employees work at home, field office or designated Teleworking Centers one (1) to five (5) days a week on either a formal or informal schedule.
<u>Satellite Office</u>	A full service office location used by full-time employees living nearby.
<u>Free Address</u>	Non-dedicated, unassigned workspace at an agency/department location available to the employee on a first-come, first served basis.
<u>Hoteling</u>	Non-dedicated, unassigned workspace at an agency/department location reserved by the employee via a designated coordinator, on an as-needed basis.

21.6.1 Hearst Castle Night Tours (Unit 1)

- A. All Guides will be required to work up to a maximum of twelve (12) evening tour shifts per fiscal year. Guides will be assigned evening tour shifts based on the current scheduling procedures.
- B. A volunteer pool will be established and used as follows:
 - 1. Guides will be polled in July of each year as to whether the Guide wishes to volunteer beyond the maximum twelve (12) evening tour shifts.
 - 2. When needed, Guides who have volunteered will be placed on the schedule based on the Guide's total monthly hours excluding hours worked in evening tour shifts. The Guide with the least number of monthly hours will be scheduled first.
- C. If the evening tour shifts cannot be covered by A. and B. above, Guides will be assigned to the schedule based on the same seniority guidelines used for preferred day off requests. Except that, the Guide with the lowest seniority will be assigned first, second lowest will be assigned second, etc.
- D. Scheduled shifts that include an evening tour shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue. These hours shall be counted towards the maximum yearly hours, not to exceed 1,500 hours.
- E. Guides working an evening tour will not be scheduled for the next shift within ten (10) hours of the employee's ending evening tour shift, unless mutually agreed upon between the supervisor and Guide.
- F. Additionally, any shift of less than five (5) hours shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue.
- G. Should the department determine that the above does not meet the needs of the department, the department and SEIU Local 1000 mutually agree to meet and confer over the impact of any proposed change.

21.7.1 Organizational Development (Unit 1)

No appointing power shall negotiate independently with rank-and-file employees via committee action any agreement that is in conflict with the terms and conditions established by the provisions of this Contract.

21.8.1 EDD America's Job Center of California (Unit 1)

The EDD and CalHR shall include these provisions in all MOUs entered into with local America's Job Center of California partners:

- A. The local Workforce Development Board certifies that its America's Job Center of California will recognize and comply with applicable labor agreements affecting represented employees located in the Centers. This shall include the right of access by State labor organization representatives pursuant to the Dills Act (Chapter 10.3 of Division 4, of Title I of the Government Code, commencing with section 3512).
- B. State employees who are located at America's Job Center of California shall remain under the supervision of the employee's employing department for the purposes of performance evaluation and other matters concerning civil service rights and responsibilities. State employees performing services at America's Job Center of California shall retain existing civil service and collective bargaining protections on matters relating to employment, including, but not limited to, hiring, promotion, discipline, and grievance procedures.
- C. If work-related issues arise at America's Job Center of California between State employees and operators or supervisors of other partners, the operator or other supervisor shall refer such issues to the State employees' civil service supervisor. The America's Job Center of California operators and partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (Part 2.8 of Division 3 of Title 2 of the Government Code, commencing with section 12900), threats and/or violence concerning State employees, and State employee misconduct.

Grievances related to this section can only be processed through Step 3 (CalHR) of the grievance and arbitration article of this Contract.

21.9.1 Business Cards (Unit 1)

- A. When the State determines that Unit 1 employees in public contact positions need to be identified as State employees, the State shall provide the employee with standard business and/or identification cards at no cost to the employee.
- B. Business cards and identification cards remain the property of the State and are to be used only for official State business. Employees may be required to return such identification cards to the appointing power upon the employee's separation from the State or upon the employee's transfer to another appointing power.

21.10.1 Incompatible Activities (Unit 1)

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to the employee's duties as a state officer or employee.

Each department shall determine, subject to approval of CalHR, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with the employee's duties as state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to, all of the following:

- A. Using the prestige or influence of the State or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- B. Using state time, facilities, equipment, or supplies for private gain or advantage.

- C. Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- D. Receiving or accepting money or any other consideration from anyone other than the State for the performance of the employee's duties as a state officer or employee.
- E. Performance of an act in other than the employee's capacity as the state officer or employee knowing that the act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the officer or employee.
- F. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in the employee's official duties or was intended as a reward for any official actions performed by the officer or employee consistent with departmental policy.
- G. Subject to any other laws, rules, or regulations as pertain thereto, not devoting the employee's full-time, attention, and efforts to the employee's state office or employment during the employee's hours of duty as a state officer or employee. When an appointing power determines there is a need to establish a new incompatible activity statement or add to or alter an existing incompatible activity statement, the Union will be notified and given an opportunity to meet on the proposed incompatible activity statement with the appointing power. An employee may request that the appointing power grant an exception to the prohibitions on outside employment contained in the applicable incompatible activity statement. If the exception is denied, it shall be reviewed, upon request by the employee, by a committee composed of two (2) representatives of the appointing power and two (2) representatives of the Union. The committee will issue a recommendation within fifteen (15) calendar days to the department head or designee for decision. The department head or designee shall issue a written final decision within fifteen (15) calendar days.

21.11.3 Class Size (Unit 3)

- A. It is the policy of the State that the educational needs of its students are of primary importance taking into consideration needs of the staff, available facilities, equipment, financial resources and other operational needs. In adhering to this policy, the State agrees to meet and confer with the Union over the impact of management proposed changes to existing class size criteria. It is recognized that final class size determinations shall be within the authority and discretion of management.
- B. The Union may request from the CDCR, Adult an exemption from the existing class size to the superintendent or designee. The affected department shall, within twenty (20) calendar days, either grant or deny the requested exemption and inform the Union and the affected teacher in writing of the department's decision. The parties may agree to mutually extend the twenty (20) calendar day time frame. If the request for class size exemption is denied by the Warden, the Union may appeal to the next level of authority for review.
- C. The exemption review process shall consider, but not be limited to, the following:
 - 1. Operational/Program needs
 - 2. Physical space
 - 3. Safety of the staff and students.
 - 4. Diagnosed psychological, physiological and learning characteristics of the students.
- D. The Union may request from the CDCR, Division of Juvenile Justice (DJJ) an exemption from existing class size to the Superintendent or designee pursuant to the department's class size exemption policy.

- E. Upon request of the Union, the CDCR, Adult will provide available class attendance statistics for the Union's review such as the number of teachers with actual classroom assignments by facility and the monthly education report.
- F. The CDCR shall provide a copy of their departmental class size exemption policy to Unit 3 teachers and the Union within four (4) months after the ratification of the Contract by the Union and the Legislature, whichever is later. In addition, the CDCR shall provide a copy to newly hired teachers as part of the employee's new employee orientation.
- G. Class size criteria established by department policy may only be grieved to the Second step of the grievance process.

21.12.3 Student Discipline (Unit 3)

- A. Upon request of the Union, the State agrees to consult with the Union representatives on the development of a written student discipline program.
- B. Teachers may recommend either temporary or permanent removal of a student when in the teacher's professional judgment the teacher believes a student's behavior is interfering with the learning of others or when a teacher/instructor or other students are being threatened; however, the State employer retains the authority to remove or suspend a student from the classroom.

21.13.3 Student Class Assignment (Unit 3)

- A. It is the common goal of management and the Union that students attending State classes be assigned to appropriate classes. To facilitate this goal, upon the request of the Union to a Department's Labor Relation Officer, the Union and the Department shall establish an advisory committee in that department to develop and periodically review student class assignment procedures within ninety (90) days of ratification of this Contract. These committees shall have equal numbers of Union and management members.
- B. The assignment procedure shall include the decision-making process and the position(s) responsible for classroom assignments and review of assignments.
- C. Students shall be assigned according to the established policies. When a teacher believes a student is inappropriately assigned the assignment will be referred to the position designated in the policy for review and appropriate assignment.
- D. Final Class assignment procedures, as well as individual student assignments, shall be within the authority and discretion of management.

21.14.3 Non-Instructional/Teacher Preparation Time (Unit 3)

During a teacher's workday, there shall be scheduled non-instructional periods for purposes of teacher preparation and for performance of other job duties.

Teacher preparation is work time to be used for the purpose of supporting classroom instruction at a level consistent with the diversity of student needs and changing program demands. Management may grant additional preparation time to an individual teacher when management has made a major change in the teacher's assignment or when another need for additional preparation time arises.

Although it is not the intent of the State to unnecessarily infringe upon teacher's preparation time, it is recognized by both parties that it may be appropriate for teachers to be assigned other duties during this time.

Job duties not directly in support of classroom instruction will be scheduled, to the extent possible, with reasonable prior notice, taking into consideration teacher workload and operational needs.

21.15.3 Off-Site Teacher Preparation Time (Unit 3)

Consistent with the provisions of section 19.1.3 (Hours of Work), employees in Unit 3 teaching classes may schedule instructional preparation time off-site, provided the time scheduled is during non-student contact time as determined by management.

21.16.3 Professional Responsibility (Unit 3)

- A. It is the State's policy to allow Unit 3 employees the exercise of professional judgment in the employee's work recognizing, nonetheless, that ultimate responsibility for determining work methods and selecting methodologies, curricula, etc., rests with management.
- B. Recognizing the professional status of Unit 3 teachers and librarians, any portion of a performance evaluation concerning professional practice shall be prepared, whenever possible, by a credentialed supervisor or administrator.

21.16.21 Professional Responsibility (Unit 21)

It is the State's policy to allow Unit 21 employees the exercise of professional judgment in the employee's work including work methods, objectives, and hours.

Unit 21 employees shall exercise the employee's professional judgment in the employee's work, including scheduling of work hours and locations consistent with the fulfillment of professional responsibilities.

Both parties recognize that ultimate responsibility rests with management.

21.17.3 Recognition of Authorship (Unit 3)

The State employer shall recognize authorship of Unit 3 civil service and exempt employees involved in the writing of publications by identifying principal contributors in the title page, if any, of said publications. In the event of disputes involving the identity of principal contributors to State publications, the department head shall resolve such disputes. Articles or manuscripts, written under State auspices, shall give recognition of principal authorship on the title page, if any.

21.17.21 Recognition of Authorship (Unit 21)

The State employer shall recognize authorship of Unit 21 civil service employees involved in the writing of publications and preparation of electronic media presentations by identifying principal contributors and/or authors in said publications and presentations. In the event of disputes involving the identity of principal contributors or principal authorship, the department head or designee shall resolve such disputes.

Employees may request their name not be cited within the publication.

21.18.11 Drug and Alcohol Testing (Unit 11)

A. Commercial Drivers' License Holders

1. Unit 11 employees whose job assignment requires the employee to have a commercial driver's license are subject to drug and alcohol testing as defined in 49 CFR 382, et al.
2. Employees who operate commercial vehicles seasonally as part of the employee's required job duties for the employee's employer may elect to deactivate the employee's commercial driver status and remove themselves from the random testing pool by providing notice in writing to the employee's employer at the end of each season of operating a commercial vehicle. Employees not electing to deactivate the employee's commercial driver status for the employee's employer will be deemed to continue to be available to operate a commercial vehicle for the employee's employer and will remain subject to drug and alcohol testing under 49 CFR 382 et al. and 49 CFR 40 et al. Employees who have received notice for a drug and alcohol test that was mailed or given to the employee prior to the employee's employer's receipt of the employee's request to deactivate from commercial driver status must complete all such outstanding random tests.

3. The Union and the State jointly encourage unit employees to seek counseling and treatment when appropriate for substance and alcohol abuse issues. Accordingly, an employee whose job duties do not require the employee to possess a CDL, and who requests to deactivate the employee's CDL status and voluntarily utilizes the resources available to them in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, shall not be required to complete any outstanding random tests nor shall the employee be disciplined for exercising the employee's rights under this section.

B. Class C Drivers' License Holders

Employees who operate State equipment requiring a Class C driver's license are subject to reasonable suspicion drug and alcohol testing while on duty. Such testing will conform to the requirements and procedures of CalHR rules 599.960, 599.962, 599.964, 599.965, and 599.966; 49 Code of Federal Regulations (CFR) Part 40, et al.; and 49 CFR Part 382, et al. Whenever the State's rules are broader or are in direct conflict between State and Federal regulations, the State's rules shall prevail.

C. Miscellaneous Provisions Applying To CDL and Class C Drivers' License Holders

1. Notwithstanding section 5.10(b), the State shall only test for amphetamines and methamphetamines, cocaine, marijuana/cannabinoids (THC), opiates (narcotics), phencyclidine (PCP) and alcohol and shall use the cut-off levels for determining positive test results contained in 49 CFR 40 et al. and 49 CFR 382 et al.
2. The State reserves full discretion to dismiss an employee for a first positive drug or alcohol test or for refusing to test. Employees so dismissed, except those on probation, shall have an opportunity to stipulate to a last-chance agreement. This opportunity may not extend to cases in which the employee has a past adverse action history or in which the positive test or refusal to test occurs in conjunction with a serious offense which in itself would result in dismissal. Serious offenses include but are not limited to workplace violence, acts that result in personal injury, acts that result in significant property damage, etc.
3. Last-chance agreements shall include a provision which requires an employee's evaluation by a substance abuse professional as referenced in 49 CFR 382.605 and follow-up testing after returning to duty. The State will pay for the substance abuse professional's evaluation and counseling by the same substance abuse professional when it is obtained through a State contract provider. While participating in rehabilitation as recommended by the substance abuse professional and with prior approval of the employer, employees may use accrued sick leave, vacation, annual leave, compensatory time off, or other accrued paid leave. Employees who have insufficient leave credits may use unpaid leave for the duration of this rehabilitation period.
4. At the employee's request, the State shall send the second portion of the split urine specimen (Sample B) to another certified drug testing laboratory of the employee's choice, and the State shall pay for the test when the test of Sample B fails to confirm the test of Sample A.
5. Employees who appeal a drug or alcohol-related adverse action or reject on probation to the SPB shall automatically be deemed to have withdrawn with prejudice any related grievance filed pursuant to Article 6 of this Contract and shall have no right to file any additional grievances related to the adverse action or rejection on probation. A grievance filed pursuant to this Article shall be filed with the department head or their designee within thirty (30) days after the Skelly Officer's decision. In the event the grievance is denied and not settled by the parties within ten (10) working days from the date of its filing, the Union may invoke the procedures in Article 6 to select an arbitrator. Adverse actions or rejections on probation may be arbitrated only after the grievant signs an express waiver of all rights to appeal the action or rejection to the SPB. In arbitrations involving adverse actions, the arbitrator shall determine if just cause exists and, if not, the appropriate remedy. Grievants arbitrating a rejection on probation shall have the burden of going forward and the burden of proof.

21.19.17 Nursing Policy and Procedures Manual (Unit 17)

Within the Departments of Education and Veteran's Affairs, Department of Corrections and Rehabilitation, State Hospitals, and Developmental Services, each department will establish Nursing Policy and Procedures Manual(s), which shall include, but not be limited to, provisions on doctors orders, validated standard medication procedures, medical protocol, and record keeping. This provision applies only to those work areas where hands-on-care is provided. A manual shall be provided at each facility where hands-on-care is provided and such manual(s) shall be freely accessible to Unit 17 employees.

21.20.17 Labor Management Committee – Nurse Utilization (Unit 17)

- A. Any department with Unit 17 employees shall upon request by Unit 17 establish a joint labor management committee to review the current utilization and scope of practice of Registered Nurses. The committee shall review applicable Federal and State regulations for the purpose of developing recommendations regarding organizational, regulatory and legislative actions necessary to assure the full participation of Registered Nurses in the department's treatment programs. The committee shall consist of no less than two (2) representatives from Unit 17 and no less than three (3) representatives from department management. Employees shall suffer no loss of compensation as a result of participation in the labor management committee meetings. Each party shall be responsible for the expenses of their participants. The parties shall meet and confer prior to implementing any recommendations pertaining to issues within the scope of practice. Management shall invite subject matter experts to speak on specific items.
- B. For facility issues, a subcommittee of the labor management committee may be convened at each facility identified by Unit 17. For purposes of the subcommittee, in lieu of the statewide labor management committee Unit 17 representatives, the Union may appoint two (2) facility representatives to participate. Subcommittee issues may include, but are not limited to, housekeeping duties, janitorial duties, in-service training and Professional Practice Groups.

21.21.17 Contract Violation Waiver (Unit 17)

Waiver of any violation of this Contract, or failure to enforce any of the terms shall not constitute a waiver of the right to future enforcement of any of the terms.

21.22.17 Licensure (Unit 17)

The State of California requires that Registered Nurses, as health care providers, will be currently licensed.

The State and the registered nurses it employs are committed to the highest levels of patient care in terms of the patient's health and safety. Accordingly, the parties agree that the registered nurse shall not practice, nor shall the registered nurse be required to practice, in any manner, which places the registered nurse's license in jeopardy.

This section is not arbitrable; however, it may be grieved to the third (CalHR) level.

21.22.20 Licensure/Certification (Unit 20)

- A. The State and the Union recognize there are various licenses and certifications held by the employees. Accordingly, the parties agree that employees shall not practice, nor shall an employee be required to practice, in any manner which places the employee's license/certification in jeopardy.
- B. This section is not arbitrable; however, it may be grieved to the third (CalHR) level.

21.23.17 Recruitment and Retention Committee (Unit 17)

The State and the Union recognize the immediate need to retain existing Registered Nurses and recruit and retain additional Registered Nurses. For this purpose, the State and the Union shall agree to utilize the existing Labor Management Committee format identified in section 5.10 of this Agreement.

Upon request by the Union, the State agrees to convene meetings with the Union for the express agenda to examine the recruitment and retention of Registered Nurses. For purpose of these meetings, held on a department-wide basis, the Union shall be allowed three (3) rank-and-file participants who shall be appointed by the Union and serve without loss of compensation. Union staff may participate in these meetings. Written reports of recommendations shall be submitted to the respective department director (or designee) with a copy to CalHR and the Union.

The goals of the meetings may include, but are not limited to:

1. Identify worksites and divisions where there exists retention and recruitment difficulties for Registered Nurses;
2. Devise strategies and plans for resolving identified recruitment and retention problems, including but not limited to, the development or improvement of recruitment and retention programs;
3. Review may include but not be limited to: preceptorship, participation at job fairs, college presentations, new graduate programs, and re-entry programs;
4. Formulate recommendations for improving Registered Nurse recruitment and retention including methods and procedures to help resolve weekend and holiday-time staffing issues and avoid the need for overtime work;
5. Make recommendations for the improvement of staff morale and the enhancement of professional recognition of Registered Nurses.

21.24.21 Job Related Conferences and Conventions (Unit 21)

The State and the Union recognize that certain benefits accrue to the State and Unit 21 employees through participation in 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.

21.25.3 Work Assignment Notification (Unit 3)

Management of the CDCR shall endeavor to inform its teachers of the next year's work assignment prior to the end of the Academic Calendar year. If any changes in work location and/or assignment becomes necessary, the Department shall endeavor to notify the affected teachers as soon as the necessity for change is known. Where changes are made, the employee will be provided a specific written explanation of the need for such change.

21.26.15 Custodial Routes (Unit 15)

- A. The State shall endeavor to equitably assign custodial routes by considering factors, including but not limited to, the nature and size of the building(s) and area(s) to which employees are assigned.
- B. Where feasible, in the event of unanticipated staff shortages and where staff are covering work areas in addition to those normally assigned, departments may initiate a modified cleaning program, and necessary modified cleaning duties will be assigned by the supervisor.
- C. This section shall be grievable up to the departmental level of review.