

ARTICLE 25 – CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR) ADULT PROGRAMS (OCE) (UNIT 3)

25.1.3 CDCR, OCE 220 Day Academic Year Annual Modification (Unit 3)

CDCR, OCE shall obtain input from employees during the development of the proposed academic calendar. The CDCR, OCE, Superintendent, hereby agrees that they will provide the Union with copies of the proposed CDCR, OCE 220 Day Academic Calendar(s) for the following academic year by November 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Superintendent shall be free to implement the calendar(s) unilaterally. In the event of an emergency or of events beyond the control of the Superintendent of Correctional Education, CDCR, OCE shall be free to make such change in any or all of the academic calendars for the CDCR, OCE as are required by operational necessity.

25.2.3 CDCR, OCE Additional Instructional Assignments (Unit 3)

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

25.3.3 Educational Leave (Unit 3)

- A. Effective August 1, 2007, all affected CDCR, OCE Unit 3 eligible employees shall cease Educational Leave accrual, as provided in section 8.28.3 Educational Leave.
- B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Educational Leave credits accrued prior to the termination of accrual described in paragraph A. above.
- C. Any full-time CDCR, OCE, Unit 3 eligible employee, will be permitted to use available, approved Education Leave credits pursuant to section 8.28.3 Education Leave of this MOU.

25.4.3 Holidays (CDCR/OCE) (Unit 3)

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

- A. For all CDCR, OCE, Unit 3 eligible employees, when a regular holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit. The holidays to which this compensation applies are the third Monday in January, the third Monday in February, March 31, November 11, the day after Thanksgiving.
- B. For all CDCR, OCE, Unit 3 eligible employees, when a premium holiday falls on an employee's unassigned, non-work day, and the employee is required to work, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off. These premium holidays are January 1st, the last Monday in May, July 4th, the first Monday in September, Thanksgiving Day and December 25.

25.5.3 Vacation/Annual Leave (Unit 3)

- A. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.
- B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Vacation/Annual Leave credits accrued prior to the termination described in paragraph A. above.
- C. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall be precluded from using Vacation/Annual Leave credits, except:
 - 1. As provided for in section 8.16, FMLA and 8.18 Work and Family Participation; or
 - 2. In exceptional (uncommon) situations not covered by section 25.6.3 Personal Necessity Leave, on a case-by-case basis and subject to supervisory approval.

25.6.3 Personal Necessity Leave (Unit 3)

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

25.7.3 Credits for Salary Advancement (Unit 3)

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

25.8.3 220 Day Academic Work Year (Unit 3)

- A. All CDCR, OCE, Unit 3 eligible employees shall work a 220 Day Academic Calendar Year. The CDCR, OCE, 220 Day Academic Calendar Year shall consist of 208 instructional days, and 12 staff development/training days.
- B. Employees shall be compensated for said work at the employee's normal daily rate of pay, per Article 25.13.3.
- C. Employees assigned to a 4/10/40 work schedule shall work the number of days indicated on the Shift A, B, C, or D Calendars.

25.9.3 Teacher Service Credit (Unit 3)

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

All transfers will be placed according to section 25.13.3.

25.10.3 CDCR, OCE 220 Day Academic Work Year – 4/10/40 Work Schedule (Unit 3)

- A. The CDCR has established a 4/10/40 work schedule for Institutions that have eligible BU 3 employees assigned to the schedule.
- B. These above employees who are assigned the 4/10/40 work schedule shall work according to the Academic Calendar in Shift A, B, C, or D as assigned by management.
- C. If changes to this schedule are necessary or employees are reassigned to a regular academic schedule, the Department shall provide the employees forty-five (45) days written notice of said change.

25.11.3 INTENTIONALLY EXCLUDED**25.12.3 INTENTIONALLY EXCLUDED****25.13.3 CDCR Office of Correctional Education, Academic Teacher/Vocational Instructor Salary Schedule Placement (Unit 3)****Salary Schedule Placement**

- A. Current CDCR, OCE, Unit 3 eligible employees shall be compensated in accordance with the current CDCR/OCE salary schedule for the county in which the employee's institution is located.
- B. Current CDCR, OCE, Unit 3 employees initially placed on the salary schedule based upon education and/or experience, establishes the individuals' qualifications for that range. All employees hired prior to August 1, 2007, who are initially placed into the salary schedule based upon education and/or experience, will move according to the criteria for Career and Technical Education and Academic Instructors.
- C. CDCR, OCE, Unit 3 eligible employees shall be placed on the salary schedule first by education above the Bachelor's Degree. Career and Technical Education Instructors will be placed on the salary schedule based on completion of trade school, credential status, and/or journey-level experience in the trade.
- D. For new employees with less than ten (10) years of State credentialed service, outside qualifying experience in a full-time credentialed teaching position for Academic Instructors or journey-level trade experience for Career and Technical Education Instructors can be used to place the employee up to a maximum of Step 10 (120 months). One (1) academic year of outside service will be considered one (1) year of State credit. For an incomplete year, if the employee worked seventy-five percent (75%) of the outside school year, the employee shall be credited with one (1) year of State credit.
- E. Additional daily rate incentives may be paid for hard to fill classifications.
- F. Steps are credentialed years of service. Range increases are attained by completing additional education or training credits as described on the salary schedule.

Salary Schedule Footnote

Employees working any 4/10 schedule shall be converted to the 4/10 daily rate by multiplying the 5/8 daily rate by 1.25.

25.14.3 INTENTIONALLY EXCLUDED**25.15.3 Application of DJJ Salary Schedule to CDCR, OCE Employees (Unit 3)**

CDCR, OCE Unit 3 eligible employees will use the same salary schedules used in DJJ.