

## **ARTICLE 20 – POST AND BID**

### **20.1.1 Employment Development Department (EDD) Post and Bid Agreement (Unit 1)**

Hiring for Employment Program Representative (EPR) and Disability Insurance Program Representative (DIPR) permanent full-time positions in the EDD will be based on the following:

#### **A. General Provisions**

1. When EDD decides to fill vacant EPR or DIPR positions, vacancies will be announced on the EDDNet using a ratio of fifty percent (50%) by post and bid and fifty percent (50%) by other hiring methods. Human Resource Services Division (HRSD) will be the single point of contact in receiving all “Request for Position Action” documents. The HRSD will ensure fair application of the 50-50 ratio.
2. The EDD reserves the right to exempt placements from this section where there are clearly articulated operational needs. Positions subject to State Restriction of Appointments (SROA) or layoff lists, and safety transfers, Americans with Disabilities Act (ADA) reasonable accommodation requests, etc. shall come out of the department’s fifty percent (50%) and thus are not available for this post and bid process. The EDD will provide a report monthly to the Union, indicating the number of exempt placements by category. Individual employee hardship transfer requests will be determined by management based on the compelling nature of the request. As used in this section, compelling is defined as: Requests to maintain the unity and continuity of the employee’s immediate family unit. Examples include but are not limited to:
  - a. Marriage;
  - b. Move to a new area to accompany a spouse or domestic partner who has changed the location of their employment;

- c. Documented need to provide care for a family member where a change of employee's residence is required;
  - d. Documented circumstances which require the employee to leave the area to avoid physical harm or injury at the hands of an abusive spouse, family member or other individual; or
  - e. Employee's legal obligation requiring that the employee relocate to another area.
- 3. Each employee is responsible for checking the posting of positions on the EDDNet.
  - 4. Employees being reassigned under this section waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.

B. Eligibility to Participate in Post and Bid

- 1. Employees must be currently employed by EDD, either in the EPR or DIPR classifications and have permanent civil service status in the class.
- 2. The PI employees must either meet the requirements of Rule 277, or have reinstatement rights to a permanent position, to be eligible to participate in the post and bid process.
- 3. Bidders must meet all requirements of the posted position, including any special requirements (e.g., language skills, Veterans status, etc.).
- 4. Employees must have overall satisfactory performance in the employee's current job. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- 5. An employee who has an adverse personnel action with an effective date within twelve (12) calendar months which relates to the employee's job performance will be precluded from participation in the bid process.
- 6. No bid shall be denied based solely on personal relationships. However, if the awarding of the post and bid violates EDD's nepotism policy, the bid will be

denied. The employee and the Union will be notified within five (5) working days of denial.

#### C. Seniority Provisions

1. For the post and bid process, seniority is defined as total months of state service. When two (2) or more employees apply for a specific position and have equal state seniority, the tie shall be broken in the following order: total months of service with EDD, then total in-class seniority, then by lot.
2. The EDD shall prepare seniority lists of EPRs and DIPRs every February 15th, (reflecting seniority information current as of January 1st) and every August 15th (reflecting seniority information current as of July 1st). This information will be provided electronically to SEIU Local 1000. An updated paper copy shall be made available at all EDD worksites every six (6) months.
3. EDD will distribute the seniority list defined above at each worksite employing EPRs and DIPRs.
4. The lists above as modified by any successful protest(s) shall be the sole determinants of seniority for post and bid selections during the respective bidding periods.

#### D. Posting Process

1. The EDD shall post vacancies on the EDDNet, consistent with current practice, for ten (10) calendar days. This posting shall state the following:
  - The opening date and closing date and time to apply for the vacancy;
  - The location of the vacancy;
  - Description of the vacant position including the duties, responsibilities and requirements of the position;
  - The Single Point of Contact (HRSD) to whom the bid is to be sent.
2. The EDD shall provide SEIU Local 1000 with a copy of the EDDNet posting at the same time the posting is distributed.

#### E. Bidding Process

1. For post and bid positions, the employee must submit the employee's bid for a vacant position on a form provided by EDD.
2. Employees who have been selected through the post and bid process are precluded from bidding on any position for a period of one (1) year from the date the employee was finally "awarded" a position.

#### F. Post and Bid Selection Process

1. The most senior eligible employee meeting the requirements as described in the Eligibility To Participate in Post and Bid section, supra, will be selected for a position.
2. The tentative "awarding" of the position will be announced on the EDDNet within five (5) working days after the bidding process is closed. The notice will include the employee's name and seniority score.
3. The protest period will be three (3) working days from the date the tentative "award" is posted on the EDDNet. Employees selected under the terms of this section shall have eight (8) working days after the bidding process is closed in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor.
4. The final award will be announced on the EDDNet within five (5) working days from the end of the protest period.
5. The employee will be expected to report to the employee's new position on a date selected by EDD. Consideration will be given to employee and management needs in selecting the reporting date. The reassignment must be completed within thirty (30) calendar days of the date the employee accepted the award.
6. Employees who bid on the position shall not be required to interview for the position.

#### G. Miscellaneous Provisions

1. The EDD will provide training deemed necessary by EDD for the employee to be successful in the new job.

2. Whenever no bids are submitted for a position opening or whenever no employee submitting a bid is eligible for appointment to the position, EDD shall select an employee to fill the position through other hiring methods.
3. The EDD shall retain the bids for a period of twelve (12) months. During this period, the bids shall be available for inspection by the Union representatives, who may request a copy.
4. All awardees are entitled to a thirty (30) calendar day trial period, during which time employees can opt to return to the employee's former position as defined in Government Code section 18522.

### **20.3.11 Post and Bid Program (Unit 11)**

#### **A. When Post and Bid Applies**

1. This section shall apply to employees in the following classifications:
  - a. Disaster Assistance Program Specialists
  - b. Fish & Wildlife Technician
  - c. Water Resources Engineering Associate
  - d. Water Resources Technicians
  - e. Sanitary Engineering Associate
  - f. Sanitary Engineering Technician
  - g. All Unit 11 classifications used by the Caltrans.
2. The parties recognize the value of allowing permanent employees to voluntarily transfer between positions. The parties also recognize that when vacancies occur in the Unit 11 classifications listed in A (1) above, and the State elects to fill the position, the needs of the State must also be considered. The parties therefore agree that the State may elect to fill vacancies using methods that include but are not limited to mandatory reinstatements; placement in lieu of layoff/demotion, appointment from a SROA/Surplus list, reemployment list, limited duty (vacancy to be available at the end of temporary appointment); appointments pursuant to court orders,

settlement agreements, SPB decisions, or the like; hardship transfers; reassignments (rotations, position “trades,” etc.); involuntary transfers in lieu of geographic relocation; promotions in place\*; or an eligible employee who must be provided a reasonable accommodation.

\*Promotion in place: Management shall have the option to promote employees in place without using Post and Bid provisions. For the purposes of this section, promotion in place is defined as 1) there is no true vacancy; and 2) there is no change of position, assignment, or supervisory/subordinate relationship of the employee; and 3) the promotion is clearly identified as typical in cases where the employee is to move to the next higher series.

The parties also agree that when a vacancy occurs, the following provisions apply.

#### B. Bid Notice Posting

Appointing authorities shall post a notice inviting bids (unless there are no incumbents in the classification that will be used to fill the vacancy).

1. Bid notices will be posted in the department where the vacancy exists.
2. Bid notices shall be posted in the same place where job announcements are customarily posted.
3. Bid notices shall be posted for a period of no less than ten (10) working days before the final date bids must be postmarked or fax stamped.
4. Bid notices shall at a minimum include:
  - a. The classification of the vacancy;
  - b. Department, section and geographic location of the vacancy;
  - c. Present working hours associated with the vacancy;
  - d. A complete description of the duties and any personal attributes including objective qualifications that may enable the bidder to be successful in the position (e.g., any special

education, training, work experience, and/or experience using particular types of equipment).

The duty statement for the position shall be provided to the bidder upon request;

- e. Any required license or certificate, such as a Class A/B CDL;
- f. The final date by which bids must be postmarked and/or fax stamped;
- g. The place to submit bids, and fax number, if applicable;
- h. Where bid forms may be acquired (if the appointing power requires that bids be submitted on a specific form);
- i. The name and telephone number of the supervisor or another person to contact for additional information;
- j. How soon the employee accepting the position will be expected to report to the employee's new position.

#### C. Eligibility to Bid

Employee eligibility to bid shall be subject to the following criteria:

1. Status in Class:
  - a. The employee must already be employed by the department with the posted position and:
  - b. Currently have permanent full-time civil service status in the same civil service classification as the posted position; or
  - c. Currently have permanent intermittent civil service status in the same civil service classification as the posted position and meet the necessary criteria under SPB rule 277 for such a time-base change.
2. Acceptable Level of Performance: Unless expressly waived by management in conjunction with a particular position and employee, employees must have satisfactorily performed the duties of the employee's position during the twelve (12) month period before bids are due. Employees shall be deemed to have performed satisfactorily if the

employee received an overall rating of “satisfactory” on an annual performance evaluation or probationary report during the same twelve (12) month period and the employee received no intervening counseling and/or corrective memos. If an employee did not receive a written performance evaluation during the twelve (12) month period before bids are due (e.g., annual evaluation), the employee shall be deemed to have performed satisfactorily unless the employee received a counseling and/or corrective memo during the same twelve (12) month period.

3. Disciplinary Action: Employee must not have received a formal disciplinary action as specified in Government Code section 19572 within the twelve (12) months of when bids are due.
4. Other Restrictions: An employee may be denied the right to bid for specific positions under this program for reasons related to safety, security or for other job related reasons (e.g., to avoid violating nepotism policies or where the appointment would pose a demonstrable threat to the health and safety of any employee).

#### D. Additional Bids

1. An employee who successfully bids pursuant to this section shall not be eligible to bid for another position for twelve (12) months following the employee’s bid appointment effective date.
2. When an employee has two (2) or more bids pending and the employee accepts an offer as the result of one of the bids, the employee shall immediately withdraw all outstanding bids.

#### E. Bid Submittal

1. Eligible employees may bid for posted positions by submitting a form specified on the notice inviting bids as specified by the hiring department (appointing authority). Bid forms shall be postmarked or fax stamped on or before the date specified in the posted bid notice.

2. It is the responsibility of the employee to provide the employer with an alternate means of notification if the employee is unavailable (i.e., vacation) anytime during a thirty (30) day period following the close of the bidding period.

#### F. Seniority

For purposes of this section “seniority” is defined as one (1) point for each qualifying month of state service as used for purposes of determining leave (e.g., vacation) accrual. If an employee believes there is an error in the computation of the employee’s seniority points, the employee shall provide documentation and request correction through the department personnel office. If two (2) or more employees are tied for most senior then the following shall be used in the order shown until the tie is broken:

1. Most qualifying pay periods in the department with the vacancy;
2. Most qualifying pay periods in the classification of the vacancy;
3. Coin flip.

#### G. Selection

When management decides to fill a vacancy:

1. The most senior timely bidder who satisfies the eligibility criteria shall be offered the position. Management may contact, meet with and/or make inquiries to ensure that bidders satisfy the eligibility criteria and understand the objective qualifications. If the most senior bidder is ineligible or disqualified for any reason listed in subsection C above, that bidder will be notified of the ineligibility or disqualification at the time the selection is announced.
2. If the most senior employee offered the position declines the offer and there are remaining bidders who qualify, then the second most senior employee shall be offered the position until there are no remaining bidders who qualify.
3. Employees offered positions pursuant to this subsection shall have a maximum of three (3) working days to accept or reject the offer unless the appointing power

agrees to more time. Failing to respond within three (3) working days after being contacted (or longer as agreed to by the appointing power) may be deemed a rejection of the offer by management.

4. The winning bidder shall report for work on the start date listed in the bid notice. The start date may be altered by mutual agreement.
5. Once a position is awarded, management shall notify all bidders in writing that the position has been awarded, identifying the successful bidder and how many qualifying months of state service the successful bidder possesses.
6. Within thirty (30) days of appointment under this procedure, all employees have the right to return to the employee's former position (as defined in Government Code).

#### H. Other Related Matters

1. Bidding employees who accept appointments waive any and all right to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses at management's discretion.
2. Nothing in this provision will prevent management from posting positions, and simultaneously beginning other methods to solicit applicants (e.g., sending contact letters out to employees on promotional lists), so no time is lost in filling the positions should, for example, there be no bidders. Such solicitation shall include the notice that the position is subject to post and bid process.

### **20.4.15 Post and Bid Procedure for Vacant Positions (Unit 15)**

#### **A. Introduction**

The post and bid process is designed as a method to allow employees in the same classification to secure a post assignment/position based on seniority. The post and bid process shall be implemented where a variety of work schedules, Regular Days Off (RDOs), shifts, and assignments exist for eligible Unit 15 employees. There are two (2) types of

post and bid: the continuous post and bid and the annual post and bid.

The continuous post and bid process allows eligible Unit 15 employees to bid on vacant post assignments/positions on a continual year round basis. The following departments shall implement the continuous post and bid process for all eligible Unit 15 employees: California Department of Corrections and Rehabilitation (Adult Programs) (CDCR); California Department of Corrections and Rehabilitation - Juvenile Justice (CDCR-DJJ); California Correctional Health Care Services (CCHCS); California Science Center (CSC); Department of Developmental Services (DDS); Department of General Services (DGS); Department of State Hospitals (DSH); and the California Department of Veteran's Affairs (CalVet).

The annual post and bid process allows eligible Unit 15 employees to bid on vacant post assignments/positions once per year. The awarded bids are for a twelve (12) month appointment. The following departments shall implement the annual post and bid: CDCR; CDCR-DJJ; and CCHCS.

The annual post and bid process complements and works along with the continuous post and bid process in the manner described in this Article.

**B. Key Definitions and Terms (Excludes DGS):**

1. **Vacancy:** A vacancy exists when a budgeted permanent position is unoccupied as a result of retirement, transfer, termination, resignation, reassignment, new position, promotion, change in tenure to permanent, or new funding. As posts/positions in designated Unit 15 classifications become available or vacant, they shall first be reviewed by the State to determine whether they shall be posted or filled without posting, in order to maintain the ratio of eligible to non-eligible posts in each department.

2. **Seniority:** One (1) point for each qualifying month of full-time state service in the employee's classification.

3. **Posting of Seniority Scores:**

a. Departments (excluding CDCR, CDCR-DJJ, and CCHCS) shall publish an updated seniority list the first week in January and the first week in July of each year. The list shall be published in an accessible location in the facility or worksite.

b. For CDCR, CDCR-DJJ, and CCHCS, departments that implement an annual post and bid, the seniority list shall be published according to the annual post and bid process described below.

4. **Contested Seniority Scores:** An employee who participates in the continuous post and bid process who believes that the employee's seniority score is computed in error shall submit the employee's complaint to the appropriate Local Labor Relations Office within ten (10) calendar days of the seniority scores being published. The department shall publish a corrected seniority list within five (5) business days when errors in seniority scores are identified and confirmed.

An employee who participates in the annual post and bid process who believes that the employee's seniority score is computed in error shall submit the employee's complaint to the local Post and Bid Joint Labor Management Committee (JLMC) by the last Friday in August. The local Post and Bid JLMC, which is created annually for this process, shall be the final level of review. The department shall publish a corrected seniority list within ten (10) days when errors in seniority scores are identified and confirmed.

Unless otherwise contested, an employee's seniority score, as initially published shall determine the employee's placement in the post and bid process. Employees who have been removed from a bid post as a result of a correction to a seniority score or due to management error will be eligible for the continuous post and bid process.

Placement of an employee in an eligible post assignment/position due to the discovery and correction of a seniority date computed in error shall not be grievable by the employee being replaced.

5. **Ties in Seniority:** If two (2) or more employees with the same amount of classification seniority bid on the same position, ties shall be broken as follows:

- a. Total departmental seniority
- b. Total state service
- c. Draw lots

**C. Employee Eligibility for Post and Bid (CSC; DDS; DSH; and CalVet):**

A permanent full-time employee who has successfully passed probation in the employee's current classification. Upon mutual agreement between the Union and the department, employees other than those with a full-time time base may be permitted to post and bid.

An eligible employee absent from the worksite for such reasons as Enhanced Industrial Disability Leave (EIDL), Industrial Disability Leave (IDL), State Disability Insurance (SDI), Workers' Compensation, leave of absences, military leave, etc., may participate in the post and bid process. However, if the employee does not physically report to the awarded post within sixty (60) days of the initial award, the post will temporarily revert to management until the next continuous post and bid process.

Probationary employees are not eligible for the post and bid process and will be assigned by management to any vacant post after all bidded post assignments have been filled.

Employees who receive a post through the post and bid process must possess the required knowledge, skills, aptitude, and abilities of the post to perform at an acceptable level. If an employee lacks the post's required knowledge and skills, the supervisor will notify the employee. Training may be made available if an employee requests to be trained to do those work functions within the employee's assigned facility. Such requests shall not be unreasonably denied.

**D. Employee Eligibility for Post and Bid (CDCR; and CCHCS):**

A permanent full-time Correctional Supervising Cook (CSC) who is permanently assigned to work at that institution and who has successfully passed probation in the employee's current classification. There shall be no inter-institution bidding on post assignments.

An eligible employee absent from the worksite for such reasons as Enhanced Industrial Disability Leave (EIDL), Industrial Disability Leave (IDL), State Disability Insurance (SDI), Workers' Compensation, leave of absences, military leave, etc., may participate in the post and bid process. However, if the employee does not physically report to the awarded post within sixty (60) days of the initial award, the post will temporarily revert to management until the next continuous post and bid process.

Probationary employees are not eligible for post and bid and will be assigned to any vacant post after all post assignments have been filled.

Employees who receive a post through the post and bid process must possess the required knowledge, skills, aptitude, and abilities of the post to perform at an acceptable level. If an employee lacks the post's required knowledge and skills, the supervisor will notify the employee. Training may be made available if an employee requests to be trained to do those work functions within the employee's assigned facility. Such requests shall not be unreasonably denied.

**E. Employee Eligibility for Post and Bid (CDCR-DJJ):**

A full-time or halftime Cook Specialist I, Cook Specialist II or Correctional Supervising Cook who is permanently assigned to work at that institution and who has successfully passed probation in the employee's current classification. There shall be no inter-institution bidding assignments.

An eligible employee absent from the worksite for such reasons as Enhanced Industrial Disability Leave (EIDL), Industrial Disability Leave (IDL), State Disability Insurance (SDI), Workers' Compensation, leave of absences, military leave, etc., may participate in the post and bid process. However, if the employee does not physically report to the awarded post within sixty (60) days of the initial award, the post will temporarily revert to management until the next continuous post and bid process.

Probationary employees are not eligible for post and bid and will be assigned to any vacant post after all post assignments have been filled.

Employees who receive a post through the post and bid process must possess the required knowledge, skills, aptitude, and abilities of the post to perform at an acceptable level. If an employee lacks the post's required knowledge and skills, the supervisor will notify the employee. Training may be made available if an employee requests to be trained to do those work functions within the employee's assigned facility. Such requests shall not be unreasonably denied.

Employees who work at Mountain Camps and Correctional Treatment Centers are excluded from the post and bid process.

**F. Method and Implementation (Excludes DGS):**

Post and bid procedures shall apply when a department has at least the minimum number of positions in the same classification and time base at a particular institution, work location, or worksite and where a variety of work schedules (RDO, shifts, etc.) exist.

The table below provides the breakdown of the number of positions and time base in a classification that are required to initiate the post and bid process at a worksite or institution within a respective department and the percentage of total posts that are eligible for post and bid:

<b>Department</b>	<b>Minimum Positions Needed</b>	<b>Percentage of Posts eligible for Post and Bid</b>
CDCR	3 full-time	80%
CDCR-DJJ	3 full-time or 3 half-time	80%
CCHCS	3 full-time	80%
CSC	1 full-time	70%
DDS	10 full-time	70%
DSH	10 full-time	80%
CalVet	1 full-time	100%

CDCR-DJJ shall implement two (2) separate post and bid processes for all eligible Unit 15 employees in the Cook Specialist I, Cook Specialist II, or Correctional Supervising Cook classifications; one for the full-time and one for the half-time positions.

Eligible posts that become vacant as a result of retirement, transfer, termination, reassignment, or new funding will be assigned an eligible employee through the post and bid process. If the eligible post remains vacant after the post and bid process, then management reserves the right to fill the post by hire, transfer, promotion or any other method allowed by the State Civil Service System. This post shall be designated as neutral, and once it is assigned and filled by an employee, that employee will have the right to stay in the position for ninety (90) days before the post will become available for bid through the post and bid process again.

Management reserves the right to fill vacant posts that are not eligible for post and bid by hire, transfer, promotion or any other method allowed by the State Civil Service System.

**1. Continuous Post and Bid (Excludes DGS):**

**a. Announcement of Eligible**

**Posts:** Vacant posts shall be announced or advertised the first Monday of each month and remain on display for no less than ten (10) calendar days, excluding weekends and holidays. The announcement shall be published in a prominent location accessible to Unit 15 employees that is designated by each facility or institution. The vacant post notice shall be on a form designed for that purpose and shall include the following criteria:

- Identification posting number
- Level of position
- Work location (as defined by each facility)
- Regular Days Off or rotation pattern or cycle

- Regular Work Hours/Shift
- Deadline for bid submittal
- Time base
- Location where bid is to be submitted
- Special Instructions, if required for the position

Post will be awarded within seven (7) calendar days of removing the announcement. However, in emergencies or where severe staffing shortages exist, delays in awarding the position are permissible for up to thirty (30) days.

b. **Bid Request Form:** Management shall make available paper copies of the bid request form in an accessible location for all eligible employees. The bid request form may be made available on the department's intranet.

The bid request form must include the employee's name, current classification, work address, phone number, current work week/shift/hours, day time phone number.

c. **Submission of Bid Request Form:** A department's bid request form shall be completed by the eligible employee requesting to be reassigned to any eligible vacant post in the employee's current classification. Requests must be signed by the employee and be submitted or postmarked by the close of business after the second Friday after the initial announcement of the vacant post.

Bid request forms shall be submitted in triplicate with the employee submitting the original to the appropriate office or supervisor, a copy to the Union, and the employee retaining a copy. Bid request forms shall be date-stamped by the appropriate office or supervisor to verify receipt.

An employee may use one (1) bid request form if the employee is bidding for multiple positions, and shall list them in priority order.

Bid request forms shall be kept on file.

d. **Award and Acceptance of**

**Successful Bids:** Successful bids for post will be awarded to the most senior bidder by the third Friday of the month.

Employees will have five (5) calendar days to reject the awarded bid, and may do so in writing to the appropriate office or supervisor and a copy to the Union.

At the CalVet only, an employee selected for a bid position has a maximum of three (3) days in which to accept or reject a job offer unless the hiring supervisor agrees to a longer period. If the awarded bid is not accepted within three (3) days, it will go to the next senior bidder.

The employee shall assume the awarded bid post on the first day of the following month, but may delay assuming the new post for up to sixty (60) days in the event that the employee is out on leave. If the employee is unable to assume the awarded bid, the post will be filled through the continuous post and bid process, in accordance with subsections C., D., and E. of this Article.

An employee that accepts a bid award under the continuous post and bid process shall not be eligible to participate in the continuous post and bid process for twelve (12) months.

2. **Annual Post and Bid (CDCR; CDCR-DJJ; and CCHCS):**

The Appointing Authority shall have overall responsibility for the implementation and maintenance of this process at each institution. Each Appointing Authority shall implement the annual post and bid process separately and distinctly, even in locations where multiple Appointing Authorities operate at the same institution.

a. **Post and Bid Joint Labor Management Committee (JLMC):** The Appointing Authority or the Appointing Authority's designee will ensure compliance through the department's designee and a local Post and Bid JLMC. The local JLMC shall consist of an equal number of management and Union representatives. The Union representatives shall be a SEIU Local 1000 representative assigned by the Union.

No later than the first Monday in August, the JLMC will establish the specific posts that comprise the eighty percent (80%) of the posts that are eligible for post and bid. In order to accomplish this, the department's designee shall provide the following:

1. A seniority score list
2. An updated post assignment schedule
3. Current budgeted position orders

The JLMC shall divide the eligible posts among the work areas, watches and RDOs in the same proportion as their percentage of the total number of qualifying posts. Posts that cannot be agreed upon by the JLMC will be resolved by the Appointing Authority.

For the purpose of determining assignments on each shift, those institutions comprised of multi-facilities will be considered as one (1) entity within each Appointing Authority.

Management retains the right to determine individual duties assigned to posts.

b. **Announcement of Eligible Posts, Position Orders and Seniority Scores:** No later than the second Friday in August, the department's designee shall publish in an accessible location an updated post assignment schedule, the

current budgeted position orders and the seniority scores for all eligible employees. An employee who believes the employee's seniority score is computed in error shall refer to subsection B.4 ("Contested Seniority Scores") in this Article.

c. **Submission of Bid Request**

**Form:** Beginning on the last Monday in August every year, eligible employees who wish to participate in the annual post and bid process can begin to submit bids. Employees may bid for multiple posts. All approved bid request forms must be completed and submitted to the department's designee no later than close of business on the first Friday in September.

Bid request forms shall be date-stamped by the appointing authority or their designee to verify receipt.

An employee may voluntarily withdraw from participation in the post and bid process by submitting a written request to the appointing authority's designee. The employee who withdraws from the post and bid process will be assigned a post assignment at management's discretion after the bidded posts have been filled. The vacated post will be subject to the continuous post and bid process.

Failure on the part of an employee to submit a bid request form shall result in a no-preference indicated (NPI) for the employee for the annual post and bid process. The employee will be assigned a post assignment at management's discretion, but may participate in the subsequent continuous post and bid process.

Management may assign its twenty percent (20%) of the posts prior to the first bid or at the conclusion of the annual post and bid process, management will fill any vacant or bid management assignment.

These post assignments shall become effective the first Monday in October.

d. **Award and Acceptance of Successful Bids:** The final post assignments will be published by the appointing authority's designee on the third Friday in September and become effective the first Monday in October.

Employees who are successful in obtaining their bid must assume the post within sixty (60) calendar days of publication of the bid results. Until such time as the employee assumes the post, the post will temporarily revert to management.

In the event the employee is unable to assume the post within sixty (60) calendar days, upon the employee's return, the employee will be placed in an post assignment at management's discretion. The post that the employee was unable to assume will be subject to the continuous post and bid process.

e. **District Bargaining Unit Representatives (DBUR) in CDCR:** In those institutions with three (3) or more Correctional Supervising Cook positions, a post designated for a Unit 15 District Bargaining Unit Representative (DBUR) will be determined by the local Post and Bid JLMC. The DBUR post will be counted in that institution's eighty percent (80%) of eligible posts. Any additional eligible posts shall be distributed through the annual post and bid process.

3. **Deletion or Change of a Post:** If an eligible post assignment/position is deleted or altered because of coverage or other legitimate operational needs, the employee in that post assignment/position shall be notified in writing at least fifteen (15) days prior to any change. If an employee desires to remain in an altered post assignment/position, the employee shall notify

management of that desire within five (5) calendar days and shall remain in that altered post assignment/position. If the employee does not desire to remain in the altered post assignment/position, the employee may bid on any vacant post assignment/position. The employee shall remain in the altered post assignment/position until such time as the employee successfully bids or applies for a new post assignment/position.

A post assignment/position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

A post assignment/position shall not be altered unless the need to alter the post assignment/position is substantiated by management in writing to the employee and the Union.

This section does not apply to post assignments/positions awarded through the annual post and bid process.

**4. Preservation of Eligible Post Ratios:**

When management alters or modifies the shift and/or RDO of a post that was awarded through the annual post and bid process prior to the end of the twelve (12) month appointment, management shall implement an interim annual post and bid process. Post assignments that are awarded through the interim annual post and bid process shall remain effective until the implementation of the regular annual post and bid process.

**5. Substandard Performance Review, Discipline and Loss of Post and Bid Eligibility:**

Management may remove an employee from a bid position when the employee fails to demonstrate that the employee has the knowledge and skills required to perform the duties of the position. In order to substantiate that the employee does not possess the required

knowledge and skills, management must clearly substantiate the concerns with the employee's knowledge and skills in the employee's performance evaluation, which supports the below standard rating. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The employee will be permitted to bid in the subsequent continuous post and bid period. The vacated post shall be subject to the continuous post and bid process.

a. The decision to remove the employee from the employee's post must be approved by the appointing authority or designee on a case-by-case basis.

An employee may be temporarily removed from the employee's post pending a personnel investigation/EEO investigation, but will be assigned to a shift with substantially similar start/stop times and RDOs. Once the investigation has been concluded and the charges have not been substantiated, the employee will be returned to the employee's post.

An employee may be removed from the employee's post upon the effective date of an adverse action related to job performance (after the conclusion of the Skelly hearing process and/or time frames associated with that process) if the employee has not filed an appeal to the State Personnel Board (SPB). If an appeal has been filed, an employee may be removed from the employee's post only after the SPB has upheld the adverse action. Such movement will be to the same shift without regard to RDOs or start/stop times. The employee shall be excluded from participating in the subsequent post and bid process. The vacated post shall be subject to the continuous post and bid process.

If the employee is exonerated from the adverse action or the wrongdoing, the employee's right to bid and/or hold positions shall be restored.

6. **Floating (DDS):** If it becomes necessary to float employees to provide

coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

7. **Nepotism:** No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a post based on the department's nepotism policy. If awarding of the bid, or the post creates a nepotistic situation and is in violation of the department's policy the bid will be denied. The Union and the employee will be notified within five (5) business days of the denial.

Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

8. **Disputes:** Where applicable, either party may request a local Joint Labor Management Committee to conduct a meet and discuss regarding any problem or concern with the post and bid process. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

Disputes concerning the post and bid process shall be grievable to the departmental level and not arbitrable.

#### **G. Post and Bid Process for the Department of General Services (DGS):**

1. **Key Definitions:**

a. **Vacancy:** A permanent full-time position unoccupied as a result of retirement, transfer, termination, reassignment, or new funding, and where a variety of work schedules (days off, shifts, etc.) exist.

b. **Permanent full-time status employee:** A full-time employee who has successfully passed probation in the employee's current classification in the

Department of General Services by the final filing date of the position being advertised.

c. **Post and Bid Request Form:**

The written request form provided by respective DGS offices and completed by the permanent full-time status employee requesting to be reassigned to any position/assignment in the employee's current classification. Requests must be submitted by the final filing date of the position(s) being advertised.

The position will be advertised on CalHR's CalCareer website and in an accessible location for all BU 15 employees in the management units for a minimum of seven (7) calendar days. This notice shall include the classification, a duty statement or description of duties, requisite skills and abilities required of the position, reporting location, the shift and days off for the position to be filled, the final filing date, and the contact person's name and telephone number. Employees interested in a posted position must indicate interest by submitting a departmental bid request form to the specified contact person by the final filing date. The bid forms will be posted on CalHR's CalCareer website and copies will be kept in an accessible location for all BU 15 employees.

d. **Seniority:** Seniority is determined by permanent full-time status employees with the greatest amount of continuous permanent full-time statewide seniority in the class. Continuous permanent full-time statewide seniority in the class shall be time in class, before and after the return from a temporary separation (including time spent on a limited-term appointment or Temporary Authorization Appointment-

TAU) followed by a mandatory reinstatement. When determining seniority for a specific position, the seniority will be calculated up to the last day of the pay period prior to the final filing date of the JOB. In the event of a tie in the seniority scores, the tie shall be broken using (1) total statewide service seniority; (2) departmental seniority; (3) by lot.

e. **Seniority Post and Bid Lists:**

After the close of business on the final filing date for the position(s) being advertised, the hiring office will submit a list of the bids received to the Office of Human Resources (OHR) for calculation of the seniority scores. See Special Considerations/Exclusions. Seniority lists shall be developed by OHR within three (3) working days following the close of business on the final filing date and OHR will provide the seniority scores to the hiring office. The employee with the most seniority will be offered the position. The bidder can request the results of the bid from the hiring office five (5) days after close of the bid.

2. **SPECIAL**

**CONSIDERATIONS/EXCLUSIONS:**

a. **Limit On Bids:** An employee may not make more than one (1) successful bid each twelve (12) months. (A successful bid is when the bidder accepts the position and reports for work). The exception is if an employee's bidden position is altered and the employee elects not to stay in the position.

b. **Promotion:** Management has the option to use a civil service list in lieu of these Post and Bid provisions to promote

Bargaining Unit 15 employees only after the Post and Bid process has been used.

c. **Mandatory Placement:** These Post and Bid provisions do not apply when management chooses to retain a Limited-Term or TAU by a permanent appointment or when an employee must be placed by mandatory reinstatement, promotion in place, changing a permanent intermittent employee to permanent full-time, placement of an employee subject to layoff, State Restriction of Appointments/Surplus lists, proper placement (i.e. reasonable accommodation), limited light duty, or other clearly articulated operational reasons including client demands.

d. **Requisite Skills and Abilities:** Employees placed under the Post and Bid provisions must possess the requisite knowledge, skills, aptitude, and abilities of the position to perform at an acceptable level. If an employee lacks the position requisites, the supervisor will notify the employee. Training may be made available if an employee requests to be trained in other work functions within the employee's assigned facility; such requests shall not be unreasonably denied.

e. **Discipline/Substandard Review:** Management is not required to consider an employee who has a sustained formal disciplinary action or received an overall substandard performance review within the last twelve (12) months. The commencement of the 12-month period will be the effective date of the action, not the ending date of the action.

f. **Security/Safety or Other Reasons:** These Post and Bid provisions do not preclude management from

transferring or assigning employees for verifiable security, safety, or clearly articulated operational reasons. Prior to initiating such actions, the Labor Relations Office should be contacted.

g. **Shift Changes with No Vacancy:** Post and Bid does not apply when there is no vacancy and internal permanent or temporary shift changes are initiated. Such placement of employees will be done based on operational needs (i.e. client demands) and in accordance with Unit 15 provisions. Prior to initiating such actions, the Labor Relations Office should be contacted.

h. **Security Background Clearance:** For those facilities that require an employee background security clearance, the most senior qualified bidder will be selected.

i. **Post and Bid Acceptance:** An employee offered a bidded position has a maximum of three (3) work days in which to accept or reject a job offer unless a longer period is agreed to by the hiring supervisor. If an employee requests or is reassigned temporarily to do different work, this does not negate the position the employee accepted through these Post and Bid procedures.

j. **New Regional Offices:** When new Regional Offices are established, DGS shall advertise and accept applications from employees statewide. In accordance with these procedures, the most senior qualified employee shall be selected. If there are no qualified bidders, DGS may fill the positions by other valid hiring means. DGS will provide a quarterly report to the

SEIU Local 1000 Headquarters, indicating the number of placements by category.

**3. EMPLOYEE PROCEDURES:**

Permanent full-time Unit 15 employees who wish to be considered for a position or shift assignment vacancy, in the employee's current classification, must submit a Post and Bid Reassignment/Transfer Request form.

This form must be submitted or postmarked by the close of business on the final filing date of the position being advertised. The employee is responsible to deliver or mail the bid form to the contact person.

The employee must submit a bid form each time a position(s) is advertised that the employee is interested in bidding for, however, if multiple positions are being advertised on the same advertisement, one bid form will be sufficient. This form is available with the advertisement posted on CalHR's CalCareer website. Management will also keep copies of the form available in an accessible location for all BU 15 employees.

The request form must include the employee's current permanent classification, work address and phone number, current work week/shift/hours, day time phone number or an alternate person to contact with a day time phone number, and the current supervisor's name and phone number. The contact person must have full authority on behalf of the employee to accept or decline a position. If there is no contact person or the contact person is not available or willing to accept or decline the position, it shall be considered a waiver and the next most senior person on the list shall be offered the position.

The OHR will notify employees who do not meet the Post and Bid MOU provisions.

Employees should contact the employee's supervisor to resolve discrepancies in seniority scores.

**20.5.15 Work Assignment or Shift Changes (Unit 15)**

- A. Unit 15 employees who are not covered by a Post and Bid Agreement and who request a work assignment or shift change not involving a geographic relocation shall

submit a written request to the facility/program management or designee. When the employer determines that a vacancy in the requested work assignment or shift is available, employees with written requests on file shall be considered and the decision to grant or deny the request shall only be based on the following factors:

- Permanent status;
- The needs of the students, clients, patients, wards, inmates, etc.;
- Skills and abilities;
- Needs of the facility, including security and safety;
- Staffing requirements;
- Satisfactory performance and attendance;
- Seniority.

Such requests shall not be unreasonably denied and all written requests shall remain on file until granted or withdrawn by the employee.

- B. If two (2) or more employees request the same assignment or shift and meet the above qualifications, the most senior employee will be granted the position.

#### **20.6.17 Post and Bid Procedure for Vacant Registered Nurse Positions – Veteran’s Homes (Unit 17)**

A. Vacant Positions

As Registered Nurse positions become available, or vacant, the positions shall be posted. The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees.

B. Posted Positions

Positions shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised by each Veteran’s Home newsletter, e-mail bulletin board and any other method of advertisement. The posted notice shall be on a form designed for that purpose and shall include the following posted criteria:

1. Identification posting number
2. Level of position
3. Unit (or ward) or other assignment
4. Shift

5. Days off or rotation pattern and cycle
6. Time base and/or tenure
7. Deadline for bid submittal
8. Typical assigned duties if not a level of care Registered Nurse position
9. Description of duties to be performed (knowledge, skills and abilities)

Each notice shall remain posted for no less than ten (10) calendar days.

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

D. Special Qualifications

Employees bidding on assignments which require specialized training shall meet the skills, knowledge and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

E. Assignment

Within twenty (20) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most state service seniority. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to forty-five (45) calendar days after the posting of the notice.

F. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that

position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, the employee shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

G. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis. The RN Shift Lead shall not be included in floating.

H. Transfers

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

I. Denial of Bid

Employees who have adverse actions taken against them shall lose the employee's right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, the employee's right to bid and/or hold positions shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose the employee's right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the Veteran's Home Administrator or designee may be requested by the employee.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the employee's right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have the employee's right to bid and hold positions restored.

The reason for denial to bid shall be in writing and given to the employee.

Employees losing the right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

J. Limits on Bid

An employee may not make more than one (1) successful bid each twelve (12) months except that if an "employee" bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions in subsection I above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Only permanent, full-time employees are eligible to bid in the Post and Bid process. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by the employee's physician. Upon request of the employee, a meeting will be held with the Veteran's Home Administrator or designee prior to the final decision regarding the employee's ability to bid.

K. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotistic situation, notice must be given to the employee.
2. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

L. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

M. Post and Bid Review

At each Veteran's Home, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with SEIU representatives for the purpose of reviewing compliance with the Post and Bid provision.

N. For purpose of this Agreement, "seniority" is defined as one (1) point for each qualifying month of full-time state service.

O. Implementation and Applicability

The provisions of this section will be implemented six (6) months after ratification of the Agreement by both the State and the Union membership.

**20.7.17 Post and Bid Procedure for Vacant Positions – DDS & DSH (Unit 17)**

A. Vacant Positions

As management determines that Registered Nurse positions become available, or vacant, the positions shall first be reviewed by the State to determine whether the positions shall be posted or filled without posting.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. As positions become vacant and determinations are made by the State, the excess of non-posted positions over posted positions shall not exceed two (2) at any hospital or developmental center at any time. In no case shall more than sixty-five percent (65%) of the filled Registered Nurse positions in a hospital/developmental center be held by employees through successful bids.

The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees. The filling of vacancies by either promotion

from an eligible list or external lateral transfers is not subject to the post and bid procedure.

#### B. Posted Positions

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each hospital's/developmental center's publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

1. Identification posting number
2. Level of position
3. Program and unit (or ward) or other assignment
4. Shift
5. Days off or rotation pattern and cycle
6. Time base
7. Deadline for bid submittal
8. Indication of an "incentive bid position"
9. Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days.

#### C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

Posted positions shall be available for bid only to those employees in the civil service classification specified on the posted notice.

#### D. Assignment

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty

(60) calendar days after the posting of notice. If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios or 65/35 position count. These positions may be filled:

1. In accordance with subsection A above, or
2. Hire, promotion, reinstatement, transfer from within the facility or from another State hospital/developmental center or other State agency.

If that position is filled or committed within sixty (60) days of withdrawal of posting under (2) above, it shall not count in the 50/50 posting ratios.

#### E. Incentive Bid Position

A vacant position that is posted two (2) consecutive times and remains unbid may be identified as an "incentive position" on the third consecutive posting. In a program identified as a "designated program" an unbid position may be identified as an incentive position on the second consecutive posting.

An employee who successfully bids an incentive position and remains in the position for one (1) year shall be accorded super-seniority for the employee's next successful bid. When two (2) or more employees with super-seniority bid, the position shall be awarded as follows:

1. Length of super-seniority
2. Seniority
3. By lot

Incentive positions that are not bid upon may be filled through internal transfer from within the hospital without counting in the posting ratios or position counts. The employee is then eligible to receive super-seniority in the same manner as an employee who bid the position. Employees who successfully bid an incentive position and are bidding in-place (same unit and shift as the posted position) shall not be eligible to earn the super-seniority. In "designated programs" the super-seniority eligibility shall be limited to positions awarded to employees from outside the program only.

The facility shall provide the Union with a weekly listing of "designated programs."

An employee in an incentive position that is deleted or altered in accordance with subsection E shall retain the eligibility to earn super-seniority if the employee elects to remain in the altered or changed position. Employee absences due to illness or injury shall not be counted after the fourteenth (14th) consecutive calendar day toward the one (1) year qualifying period to earn super-seniority.

F. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, the employee shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

G. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

H. Exempt Positions

When a non-licensed employee receives the employee's license and is subsequently appointed to the Registered Nurse classification, the employee shall not be considered as a new hire for purposes of counting positions under subsections A, C, D, or E.

I. Transfers

Employees holding bid positions shall not, except in cases of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

J. Denial of Bid

Employees who have adverse actions taken against them shall lose the right to hold a bid position and/or to bid on any

positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action. If, on appeal, the employee is exonerated, the employee's right to bid and/or hold positions shall be restored. Employees who are charged with wrongdoing, which is also grounds for adverse action, may lose the employee's right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action.

A hearing before the Executive Director or designee is required prior to such denial.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have the employee's right to bid and hold positions restored.

Employees losing the right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded super-seniority for one (1) successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

#### K. Limits on Bid

An employee may not make more than one (1) successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions in subsection J above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by the employee's physician. Upon request of the employee, a meeting will be held with the Executive Director or designee prior to the final decision regarding the employee's ability to bid.

#### L. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotistic situation, notice must be given to the Union.
2. Representatives of the Union and the State shall meet and review the situation.
3. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
4. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

M. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

N. At each hospital or developmental center, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with SEIU Local 1000 representatives for the purpose of reviewing compliance with the Post and Bid provision. At the request of the local SEIU Local 1000 job steward or representative, the Post and Bid administrator shall provide information relative to the specific post and bid request.

At each facility, the Post and Bid administrator shall maintain information relative to the post and bid process specific to Unit 17 employees. This report shall include, at a minimum, a month by month record of all post and bid and management discretion positions filled, including position regular days off, cycle schedule, shift and location; identify positions posted, bids received and awarded, positions posted receiving no bids and those subsequently filled without counting against management discretion.

O. For purposes of this Agreement, "seniority" is defined as one (1) point for each qualifying month of full-time state service.

P. Implementation and Applicability

The provisions of this section will be implemented six (6) months after ratification of the Agreement by both the State and the Union membership. As used in this section, the term “Registered Nurse” refers to the classification of “Registered Nurse” in the Department of Developmental Services and to the classification of “Registered Nurse (Forensic Facility)” in the Department of State Hospitals or Department of Developmental Services.

## **20.8.17 Post and Bid Procedure CDCR/DJJ (Unit 17)**

### **A. Introduction**

The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the “24 Month P&B Process” which allows employees to bid twenty-four (24) month assignments and the “Interim Vacancy Bidding Process” which addresses vacancies that occur while the twenty-four (24) month assignments are in effect.

1. The Chief Medical Officer (CMO) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.
2. The word “assignment” as used in this section is synonymous with that of “position”.
3. Participation in the P&B process is limited to eligible employees. An eligible employee:
  - a. Must be a permanent full-time RN; probationary employees are excluded.
  - b. Must be permanently assigned to and work at the institution; eligible employees may participate only in the employee’s institution’s P&B process. There shall be no inter-institution bidding on assignments.
4. Excluded Assignments

Specialty areas shall be excluded from the P&B process. Such areas shall be Intensive Treatment Program nurses, Intensive Behavioral Treatment Program nurse, Infection Control nurse, Utilization Review nurse, Sick and Vacation Relief, Special Program at Preston, ICF/DMH Program at SYCRCC and CTC/MH Programs. Those RN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, the posts shall not be counted in either Management's or Union's positions.

#### 5. Special Qualifications

Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.

#### 6. Seniority

For purposes of this Agreement, "seniority" is defined as one (1) point for each qualifying month of full-time Division of Juvenile Justice Unit 17 service, with ties broken by one (1) point for each qualifying month of full-time Unit 17 service.

#### 7. Limits on Bid

An employee may not make more than one (1) successful open assignment bid each twelve (12) months except when an employee's bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section G (1) and G (2) or if an employee is granted a bid under the provisions of subsection I if these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

#### 8. Pre-Bid Meet and Discuss

Prior to each P&B cycle, a local meet and discuss at each complex and/or facility to discuss the 70/30 pattern shall occur. Upon request, prior to the meet and discuss, each facility shall provide post orders and job descriptions for each position.

#### B. Twenty-four (24) Month Bid Process

1. There shall be seventy percent (70%) of the RN qualifying post assignments (excluding specialty areas) in the CDCR allotted according to seniority at each facility.

Any new seniority positions as a result of the increase in percentages of the total seniority shall be posted for bid within ninety (90) calendar days of the ratification of the Contract by both parties. The term for these positions will end at the same time as the institution's original post and bid period.

2. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.

### 3. Timeframes

a. The twenty-four (24) month bid cycle begins in the month of April 2008, for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than April 1st every other year.

b. Unless otherwise contested by April 15, an employee's seniority as posted on April 1, shall determine the employee's placement on the seniority list.

c. All approved bid request forms must be completed and submitted, in accordance with the "Bidding" provision below, no later than 4:00 p.m. on May 1, or 4:00 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one (1) bid preference on the bidding form in priority order.

d. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to the employee's supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, the assignments shall not be counted in either Management's or Union's positions.

e. Failure on the part of the employee to submit a request form by 4:00 p.m. on May 1, shall result in a no preference indicated (NPI) for the

employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, the assignments shall not be counted in either Management's or Union's positions.

f. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.

g. The new assignments will begin the second Monday in July first watch.

h. The time frames will be agreed upon at the local level by the Union and Management.

### C. Interim Vacancy Bidding Process

1. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if management determines to fill the vacant position, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by management to be filled by bid shall be subject to the terms and conditions of this section.

2. As RN assignments become available, the assignments shall first be reviewed by the State to determine whether the assignments will be filled, posted for bid, or filled without posting.

3. The filling of vacancies by either promotions from eligible list or external lateral transfers are not subject to P&B.

4. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.

5. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time. In no case shall

more than seventy percent (70%) of the filled RN assignments (as defined above) be held by employees through successful bids.

6. Each notice shall remain posted as provided for in "Posting Assignments" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "Bidding" process below. All bids must be submitted by 4:00 p.m. on the fifteenth (15th) day of posting.

7. At the end of the fifteen (15) day bid period, the eligible bidded employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion and shall be counted neutral.

#### D. Posting Assignments

Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

1. Identification posting number
2. Unit (or ward) or other assignment
3. Shift
4. Days off or rotation pattern and cycle
5. Time base
6. Deadline for bid submittal and where to be submitted
7. Special qualifications (if any)

#### E. Bidding

1. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employee shall submit the completed bid form to the following:

- a. The original to the location designated on the bid form,

- b. A copy to the Union designated steward, and
- c. The bidding employee.

Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.

2. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL; SDI; Worker's Compensation; leave of absence; annual military leave; illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.

3. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.

#### F. Other Factors

1. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined the employee qualifies to resume such duties.

a. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/RDO's if the absence was generated by a management decision.

b. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.

c. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with the employee's watch preference.

2. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.

3. Employees who laterally transfer after May 1 will be precluded from the bid process until the next open bid period.

#### G. Deletions and Changes

1. If a bid assignment is deleted due to reduced allocations or other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

2. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, the employee shall notify management of that desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

#### H. Transfers

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

#### I. Denial of Bid

1. Employees who have adverse action taken against them shall lose the right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, the employee's right to bid or hold assignments shall be restored.

Employees who are charged with wrongdoing which is also grounds for adverse action may lose the right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.

2. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to the employee's bid assignment.

3. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have the employee's right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.

4. Employees losing the right to bid or hold assignment as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one (1) successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

5. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised the employee's eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.

6. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by the employee's physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

## J. Floating

If it becomes necessary to temporarily float employees to another Unit 17 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis. The RN Shift Lead shall not be included in floating.

## K. Involuntary Removal

Management may remove an employee from a bid position when the employee fails to demonstrate that the employee has the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

## L. Nepotism

1. No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:
2. If such bid or position creates a nepotism situation, notice must be given to the employee.
3. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
4. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

## M. Disputes

1. Disputes concerning this section shall be grievable to the Director's level of review and shall not be arbitrable;
2. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;

3. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit a complaint to the first formal level of review within the normal time frames specified in the grievance process;
4. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or
5. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

#### N. Implementation and Applicability

Contractual right to Post and Bid for Shift Preference/RDO's shall remain in effect with no position changes at those affected institutions until Article 20.8.17 is implemented and the yearly bid process begins in April 2008. Implementation of the Post and Bid process at new institutions will begin the first April following activation (receipt of youth).

#### O. Other Considerations

For the initial process in 2008, it is the intent to make every attempt to begin the process March 1, 2008, but no later than as defined in section B.3.

### **20.9.17 Post and Bid Assignments by Seniority – CDCR (Unit 17)**

#### A. Introduction

The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the "24 Month P&B Process" which allows employees to bid twenty-four (24) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twenty-four (24) month assignments are in effect.

1. The Chief Nurse Executive (CNE) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

2. The word “assignment” as used in this section is synonymous with that of “position”.
3. Participation in the P&B process is limited to eligible employees. An eligible employee:
  - a. Must be a permanent full-time RN; probationary employees are excluded.
  - b. Must be permanently assigned to and work at the institution. Eligible employees may participate only in the employee’s institution’s P&B process. There shall be no inter-institution bidding on assignments.
4. Excluded Assignments  
Specialty areas shall be excluded from the P&B process. Such areas shall be dialysis, utilization management, and infection control. Those RN qualifying posts which are considered specialty areas shall be counted as neutral assignments, that is, the assignments shall not be counted in either Management’s or Union’s positions.
5. Special Qualifications  
Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.
6. Seniority  
For purposes of this Agreement, “seniority” is defined as one (1) point for each qualifying month of full-time Departmental Unit 17 service, with ties broken by one (1) point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by “lottery” thereafter.
7. Limits on Bid  
An employee may not make more than one (1) successful open assignment bid. All employees shall remain in the employee’s initial successful bid for twelve (12) months from the day the post is awarded except when an employee’s bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section G.1. and G.2. or if an employee is granted a bid under the provisions of subsection “I”. If

these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

B. Twenty-four (24) Month Bid Process

1. There shall be eighty percent (80%) of the RN qualifying post assignments (excluding specialty areas) in the California Department of Corrections and Rehabilitation (CDCR) allotted according to seniority at each facility that provides healthcare.
  - a. Any new seniority positions as a result of the increase in percentages of the total seniority shall be posted for bid within ninety (90) calendar days of the ratification of the Contract by both parties. The term for these positions will end at the same time as the institution's original post and bid period.
2. The specific posts that comprise the eighty percent (80%) and the twenty percent (20%) will be identified through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss. During the meet and discuss, management and the union shall determine if a walk up or paper bid process will be conducted.
3. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.
4. Timeframes
  - a. The twenty-four (24) month bid cycle begins in the month of October, for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than October 1 every other year.
  - b. Unless otherwise contested by October 15, an employee's seniority as posted on October 1, shall determine the employee's placement on the seniority list.
  - c. All approved bid request forms must be completed and submitted, in accordance with the "Bidding"

provision below, no later than 4:00 p.m. on November 1, or 4:00 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one (1) bid preference on the bidding form in priority order.

- d. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to the employee's supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, the assignments shall not be counted in either Management's or Union's positions.
- e. Failure on the part of the employee to submit a request form by 4:00 p.m. on November 1, or failure to show up at the allotted time for a walk up bid, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, the assignments shall not be counted in either Management's or Union's positions.
- f. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.
- g. The new assignments will begin the second Monday in January first watch.
- h. The time frames will be agreed upon at the local level by the Union and Management.

#### C. Interim Vacancy Bidding Process

- 1. The interim bidding process is designed as a method to provide vacant assignments, if Management determines to fill the positions, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by management to be filled by bid shall be subject to the terms and conditions of this section.

2. As RN assignments become available, the assignments shall first be reviewed by the State to determine whether the assignments will be filled, posted for bid, or filled without posting. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twenty-four (24) month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as describe above.
3. The filling of vacancies by either promotions from eligible lists or external lateral transfers are not subject to P&B.
4. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.
5. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time. In no case shall more than eighty percent (80%) of the filled RN assignments (as defined above) be held by employees through successful bids.
6. Each notice shall remain posted as provided for in "Posting Assignments" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "Bidding" process below. All bids must be submitted by 4:00 p.m. on the fifteenth (15th) day of posting.
7. At the end of the fifteen (15) day bid period, the eligible bidded employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion and shall be counted neutral.

#### D. Posting Assignments

Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

1. Identification posting number

2. Unit (or ward) or other assignment
3. Shift
4. Days off or rotation pattern and cycle
5. Time base
6. Deadline for bid submittal and where to be submitted
7. Special qualifications (if any)

#### E. Bidding

1. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employee shall submit the completed bid form to the following:
  - a. the original to the location designated on the bid form,
  - b. a copy to the Union designated steward, and
  - c. the bidding employee.

Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.

2. An otherwise eligible employee absent from the worksite during the bid process for such reasons, including but not limited to EIDL; SDI; Workers' Compensation; leave of absence; annual military leave; illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days, management shall decide whether or not to fill the position. If management fills the position, it shall be counted neutral until the next twenty-four (24) month bid cycle.
3. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.

#### F. Other Factors

1. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined the employee qualifies to resume such duties.

- a. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/RDO's if the absence was generated by a management decision.
  - b. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.
  - c. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with the employee's watch preference.
2. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.
  3. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid period.

#### G. Deletions and Changes

1. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.
2. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, the employee shall notify management of that desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

#### H. Transfers

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

I. Denial of Bid

1. Employees who have adverse action taken against them shall lose the right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, the employee's right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose the right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.
2. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to the employee's bid assignment.
3. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have the employee's right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.
4. Employees losing the right to bid or hold assignment as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one (1) successful bid so long as this bid is

exercised within three (3) months of the decision absolving the employee.

5. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised the employee's eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.
6. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by the employee's physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

#### J. Floating

The word "float" as used in this section is synonymous of that of "redirect". If it becomes necessary to temporarily float/redirect employees to another Unit 17 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis. The RN Shift Lead shall not be included in floating.

#### K. Involuntary Removal

Management may remove an employee from a bid position when the employee fails to demonstrate that the employee has the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.

#### L. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotism situation, notice must be given to the employee.
2. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

#### M. Disputes

1. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable;
2. Either party may request a meet and discuss regarding any problem or concern with the P&B procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;
3. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit the employee's complaint to the first formal level of review within the normal time frames specified in the grievance process;
4. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or
5. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

#### N. Implementation and Applicability

##### Contractual right to Post and Bid for Shift

Preference/RDO's shall remain in effect with no position changes at those affected institutions until section 20.9.17 is implemented and the yearly bid process begins in October. Implementation of the Post and Bid process at new institutions will begin the first October following activation (receipt of inmates).

The parties recognize, pursuant to the February 14, 2006 Court Order Appointing that Receiver, that the Receiver is empowered to renegotiate this provision, in the event that such action is necessary for the Receiver to fulfill his duties under the Order. The determination on whether such action is necessary rests solely with the Court pursuant to paragraph D. of the Order.

### **20.10.20 Post and Bid Procedure for Vacant Licensed Vocational Nurse (LVN) Positions (Excluding CDCR) (Unit 20)**

Post and Bid (P&B) shall apply to the LVN classification at facilities (1) with fifteen (15) or more LVN positions and (2) which either provide services seven (7) days a week or for which management has established multiple starting times. Only permanent full-time employees are eligible to participate in the post and bid process.

A. Vacant Positions

As management determines that positions become available, or vacant, the positions shall first be reviewed by the State to determine whether the positions shall be posted or filled without posting.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. As positions become vacant and determinations are made by the State, the excess of non-posted positions over posted positions shall not exceed two (2) at any facility at any time. In no case shall more than sixty-five percent (65%) of the filled positions in a facility be held by employees through successful bids.

The P&B process is designed as a method to advertise and fill current position vacancies with existing employees. The filling of vacancies by either promotion from an eligible list or external lateral transfers is not subject to the post and bid procedure.

B. Posted Positions

Those positions which are determined to be posted shall be posted in a prominent place where such notices are customarily posted on each unit and, in addition, may be advertised in each facilities publication. The posted notice shall be on a form designed for that purpose and shall include the following posting criteria:

1. Identification posting number
2. Level of position
3. Program and unit (or ward) or other assignment
4. Shift
5. Days off or rotation pattern and cycle
6. Time base
7. Deadline for bid submittal
8. Indication of an "incentive bid position"
9. Location where bid is to be submitted

Each notice shall remain posted for no less than seven (7) calendar days.

C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be submitted in triplicate with the employee submitting the original to the appropriate central office, a copy to the Union, and the employee retaining a copy. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location and business telephone number. The form must be dated and signed by the employee to indicate certification that the worksite has been visited.

Posted positions shall be available for bid only to those employees in the civil service classification specified on the posted notice.

D. Assignment

Within fifteen (15) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. However, in emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty (60) calendar days after the posting of notice.

If no bids are received, management shall withdraw the bid notice. The withdrawn notice does not count against either party's ratios or 65/35 position count. These positions may be filled:

1. In accordance with subsection A above, or
2. Hire, promotion, reinstatement, transfer from within the facility or from another State agency.

If that position is filled or committed within sixty (60) days of withdrawal of posting under (2) above, it shall not count in the 50/50 posting ratios.

E. Incentive Bid Position

A vacant position that is posted two (2) consecutive times and remains unbid may be identified as an "incentive position" on the third consecutive posting. In a program identified as a "designated program" an unbid position may be identified as an incentive position on the second consecutive posting.

An employee who successfully bids an incentive position and remains in the position for one (1) year shall be accorded super-seniority for the employee's next successful bid. When two (2) or more employees with super-seniority bid, the position shall be awarded as follows:

1. Length of super-seniority
2. Seniority
3. By lot

Incentive positions that are not bid upon may be filled through internal transfer from within the hospital without counting in the posting ratios or position counts. The employee is then eligible to receive super-seniority in the same manner as an employee who bid the position. Employees who successfully bid an incentive position and are bidding in-place (same unit and shift as the posted position) shall not be eligible to earn the super-seniority. In designated program's the super-seniority eligibility shall be limited to positions awarded to employees from outside the program only.

The facility shall provide the Union with a weekly listing of "designated programs."

An employee in an incentive position that is deleted or altered in accordance with subsection E shall retain the eligibility to earn super-seniority if the employee elects to remain in the altered or changed position. Employee absences due to illness or injury shall not be counted after the fourteenth (14th) consecutive calendar day toward the one year qualifying period to earn super-seniority.

#### F. Deletions and Changes

If a bid position is deleted due to reduced allocations or for other reasons, then the employee in that position may bid on any vacant posted position.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered position, the employee shall notify management of that desire within five (5) calendar days and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's

regularly scheduled shift and the employee is required to attend.

G. Floating

If it becomes necessary to float employees to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.

H. Transfers

Employees holding bid positions shall not, except in case of emergency, be involuntarily transferred or moved except as otherwise provided in this section.

I. Denial of Bid

Employees who have adverse actions taken against them shall lose the right to hold a bid position and/or to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the cause of action.

If, on appeal, the employee is exonerated, the employee's right to bid and/or hold positions shall be restored. Employees who are charged with wrongdoing, which is also grounds for adverse action, may lose the right to bid and/or hold a bid position for a period of up to six (6) months, if such position or bid is meaningfully related to the cause of action. A hearing before the facility's chief or designee is required prior to such denial. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the right to hold and/or bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have the employee's right to bid and hold positions restored.

Employees losing the right to bid or hold positions as outlined above may be administratively transferred at the discretion of the State. Employees who have been absolved of wrongdoing as stated above, shall be accorded super-seniority for one successful bid so long as this bid is exercised within three (3) months of the decision absolving the employee.

J. Limits on Bid

An employee may not make more than one (1) successful bid each twelve (12) months except that if an employee's bid position is altered and the employee elects not to stay in the position, or if an employee is granted a bid under the provisions

in subsection D above, these bids shall not be counted under this subsection. Exceptions to this limitation may be granted. Employees on probationary status shall not be eligible to bid on posted positions.

Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by the employee's physician. Upon request of the employee, a meeting will be held with the Executive Director or designee prior to the final decision regarding the employee's ability to bid.

K. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose the employee's right to hold and/or bid a position based on the department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotistic situation, notice must be given to the Union.
2. Representatives of the Union and the State shall meet and review the situation.
3. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
4. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

L. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.

M. At each facility, management shall designate an official who shall be responsible for the administration of the Post and Bid provision. Upon request, the Post and Bid administrator shall meet periodically with SEIU Local 1000 representatives for the purpose of reviewing compliance with the Post and Bid provision.

N. For purposes of this Agreement, seniority is defined as one (1) point for each qualifying month of full-time state service.

O. Implementation and Applicability

The provisions of this section will be implemented six (6) months after ratification of the Agreement by both the State and the Union membership.

### **20.11.20 Post and Bid Procedure for CNA Positions: California Veterans Homes (Unit 20)**

Only permanent full-time employees are eligible to participate in the post and bid process. Employees on probationary status shall not be eligible to bid on posted positions.

#### **A. Vacant Positions**

As management determines that positions become available, or vacant, the positions shall first be reviewed by the State to determine whether the positions shall be posted or filled without utilizing the post and bid procedure.

If the State determines to fill the position without posting, the position may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service System. Such positions may be advertised where appropriate, but will be filled through the sole discretion of the State. In no case shall more than seventy percent (70%) of the filled positions in a facility be held by employees through successful bids.

The post and bid process is designed as a method to advertise and fill current position vacancies with existing employees. The filling of vacancies by either promotion from an eligible list or external lateral transfers is not subject to the post and bid procedure.

Yountville will continue its current procedure. For the purpose of implementation of this Article at the Chula Vista, Lancaster, and Ventura Veterans Homes, for every three (3) positions that management determines are available, or vacant, the State will post two (2) out of every three (3) vacant positions for bid until seventy percent (70%) of the filled positions in each facility are held by employees through a successful bid.-Management at each facility will have discretion over which vacant positions will be posted.

#### **B. Posted Positions**

Those positions which are determined to be posted shall be posted electronically. The format shall include the following posting criteria:

1. Identification posting number

2. Classification
3. Ward assignment
4. Shift
5. Days off or rotation pattern and cycle
6. Deadline for bid submittal
7. Location where bid is to be submitted
8. Typical assigned duties
9. Description of duties to be performed  
(knowledge, skills and abilities)

#### C. Bidding

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be copied by the employee, with the employee submitting the original to the Nursing Office, a copy to the Union, and the employee retaining a copy. Bid forms shall include posting number, the employee's name and classification. The forms must be dated and signed by the employee.

Posted positions shall be available for bid only to those employees in the civil service classification specified on the posted notice.

If no bids are received, the position may be filled in accordance with subsection A. above.

#### D. Assignment

Within twenty (20) calendar days after the posting of notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. However, in cases of emergencies or where severe staffing shortages exist in the employee's incumbent program, assignment may be delayed up to sixty (60) calendar days after the posting of notice.

When a position is filled all employees who bid will be notified electronically.

#### E. Deletions

If a bid position is deleted, then the employee in that position may bid on any vacant posted position or the employee will be transferred at management's discretion to any vacant position.

#### F. Denial of Bid

Employees who have adverse actions taken against them shall lose the right to bid on any positions for a period of up to six (6) months if such position or bid is meaningfully related to the

cause of action. If, on appeal, the employee is exonerated, the employee's right to bid shall be restored.

Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the right to bid positions for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have the employee's right to bid and hold positions restored.

Employees losing the right to bid as outlined above may be administratively transferred at the discretion of the State.

#### G. Limits of Bid

An employee may not make more than one (1) successful bid each twelve (12) months except that if an employee's bid position is deleted. Exceptions to this limitation may be granted following a request in writing to the Human Resources post and bid administrator.

Management may deny a bid, which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by the employee's physician.

#### H. Nepotism

An employee may lose the right to hold and/or bid a position based on nepotism. If such bid or position creates a nepotistic situation, notice must be given to the employee. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days. Nothing in this subsection shall prohibit the employee and/or Union from filing a grievance.

#### I. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedures. This request will be honored by the non-requesting party within thirty (30) days of the request.

#### J. Management shall designate an official who shall be responsible for the administration of the Post and Bid process. Upon request, the Post and Bid administrator shall meet periodically with Union representatives for the purpose of reviewing compliance with the Post and Bid procedures.

#### K. For the purpose of this provision "seniority" is defined as one (1) point for each qualifying month of full-time state service. In

case of ties in seniority, assignments will be made by service in class. If further tie breaking is necessary a tie breaker will be utilized.

- L. Post and bid will be 70/30 with 50/50 of the primary positions to the relief positions shared between the State and the Union.

### **20.12.20 Post and Bid Procedure for Vacant LVN Positions, CDCR/CCHCS (Unit 20)**

- I. Introduction: The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the “24 Month P&B Process” which allows employees to bid twenty-four (24) month assignments and the “Interim Vacancy Bidding Process” which addresses vacancies that occur while the twenty-four (24) month assignments are in effect.
  - A. The Chief Nurse Executive (CNE) or their designee shall be responsible for implementation and maintenance of this procedure at each facility and shall ensure compliance.
  - B. The word “assignment” as used in this section is synonymous with that of “position.”
  - C. Participation in the P&B process is limited to eligible employees. An eligible employee:
    - 1. Must be a permanent full-time licensed vocational nurse (LVN): probationary employees are excluded.
    - 2. Must be permanently assigned to and work at the institution. Eligible employees may participate only in the employee’s institution’s P&B process. There shall be no inter-institution bidding on assignments.
  - D. Seniority: Defined as one (1) point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one (1) point for each qualifying month of full-time state service. If a further tie exists, then ties will be broken by “lottery” thereafter.
  - E. Limits on Bid: An employee may not make more than one (1) successful open assignment bid. All employees shall remain in the employee’s initial successful bid for twelve (12) months from the day the post is awarded except when an employee’s bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section “VII” subsections “A” and “B” or if an employee is granted a bid under the provisions of section “IX.” If these occur, the

employee shall have the right to bid again. Exceptions to this limitation may be granted.

## II. Twenty-four (24) Month Bid Process

- A. There shall be seventy-five percent (75%) of the LVN qualifying post assignments in the California Department of Corrections and Rehabilitation (CDCR) allotted according to seniority at each facility that provides healthcare.
- B. The specific posts that comprise the seventy-five percent (75%) and the twenty-five percent (25%) will be established through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss.
- C. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.
- D. Timeframes:
  - 1. The twenty-four (24) bid cycle begins in the month of October for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than October 1 every other year.
  - 2. Unless otherwise contested by October 15, an employee's seniority as posted on October 1, shall determine the employee's placement on the seniority list.
  - 3. All approved bid request forms must be completed and submitted, in accordance with the "Bidding" provision below, no later than 4:00 p.m. on November 1, or 4:00 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.
  - 4. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to the employee's supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, these assignments shall not be counted in either Management's or Union's positions.

5. Failure on the part of the employee to submit a request form by 4 p.m. on November 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, the employee shall not be counted in either Management's or Union's positions.
6. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.
7. The new assignments will begin the second Monday in January first watch.
8. The time frames will be agreed upon at the local level by the Union and Management.

### III. Interim Vacancy Bidding Process

- A. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if Management determines to fill the positions, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by Management to be filled by bid shall be subject to the terms and conditions of this section.
- B. As LVN assignments become available, the assignments shall first be reviewed by the State to determine whether the assignments will be filled, posted for bid, or filled without posting.
- C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.
- D. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service system. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.
- E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twenty-four (24) month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.

- F. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time.
  - G. Each notice shall remain posted as provided for in “Posting Assignment” for no less than fifteen (15) calendar days. Employees may bid for these assignments using the “Bidding” process below. All bids must be submitted by 4:00 p.m. on the fifteenth (15th) day of posting.
  - H. At the end of the fifteen (15) day bid period, the eligible bidded employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management’s discretion and shall be counted neutral.
- IV. Posting Assignments: Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:
- A. Identification posting number
  - B. Unit (or ward) or other assignment
  - C. Shift
  - D. Days off or rotation pattern and cycle
  - E. Time base
  - F. Deadline for bid submittal and where to be submitted
  - G. Special qualifications (if any)
- V. Bidding
- A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:
    1. The original to the location designated on the bid form.
    2. A copy to the Union designated steward, and
    3. The bidding employee.
  - B. Bid forms shall include the identification posting number, the employee’s name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.
  - C. An otherwise eligible employee absent from the worksite during the bid process for such reasons, including but not limited to EIDL, SDI, Worker’s Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days

of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.

D. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.

#### VI. Other Factors

A. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined the employee qualifies to resume such duties.

1. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.
2. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.
3. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with the employee's watch preference.
  - a. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.
  - b. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid process.

#### VII. Deletions and Changes

A. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

B. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be

altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, the employee shall notify management of the desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

VIII. Transfers: Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section be involuntarily transferred to another assignment.

IX. Denial of Bid

- A. Employees who have adverse action taken against them shall lose the right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, the employee's right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose the employee's right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.
- B. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to the employee's bid assignment.
- C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have the employee's right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.

- D. Employees losing the right to bid or hold assignments as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one (1) successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.
  - E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised the employee's eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.
  - F. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by the employee's physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.
- X. Floating or Redirect: The word "float" is synonymous with that of "redirect". If it becomes necessary to temporarily float/redirect employees to another Unit 20 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.
- XI. Involuntary Removal: Management may remove an employee from a bid position when the employee fails to demonstrate that the employee has the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.
- XII. Nepotism: No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:
- A. If such bid or position creates a nepotism situation, notice must be given to the employee.
  - B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

- C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

### XIII. Disputes

- A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable.
- B. Either party may request a meet and discuss regarding any problem or concern with the P&B procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request.
- C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit a complaint to the first formal level of review within the normal time frames specified in the grievance process.
- D. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or
- E. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

#### **20.13.4 Department of Motor Vehicles (DMV) – Motor Vehicle Representative PI (Unit 4)**

Permanent Intermittent (PI) employees in Motor Vehicle Representative (MVR) classification, in the DMV, shall be provided the opportunity to change time base as follows:

- A. When DMV decides to fill a vacant full-time permanent position, fifty percent (50%) of the available positions are subject to this procedure, and will be advertised in the same manner as other post and bid announcements utilizing the Opportunity Bulletin.
- B. DMV shall after permitting intra-departmental transfers within the class and prior to appointing an employee from an eligible list, select from the most senior PI employee, within the department and the class, with the highest state service seniority who meets the eligibility criteria for a time base change as defined by State Personnel Board (SPB) rule 277.
  - 1. The employee must:
    - a. have passed probation in the MVR class;
    - b. have not received an adverse action in the past twelve (12) months;

- c. have an overall rating of satisfactory in the employee's most recent performance appraisal;
  - d. have no negative documentation in the employee's official personnel file in the past twelve (12) months;
  - e. apply for the vacant position
- C. The appointment shall be made within a departmentally defined geographic/organizational area: DMV may combine geographic/organizational areas.
- D. Seniority shall be defined as one (1) point for each month of qualifying state service as used for the purpose of determining leave (e.g. vacation) accrual.
- E. An employee who applies for and is selected for a time base change pursuant to this section, and refuses the appointment shall be removed from future consideration under this section. An employee may remove the employee's name from the list of most senior employees prior to interview. Employees applying and selected under this section waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
- F. Dispute Resolution:

Employees who dispute the appropriateness of the bid award for the posted position may file a written protest. The protest shall be filed within five (5) work days after receipt of the notification. Protests shall be filed with the Post and Bid Joint Resolution Committee, on a form provided by the department. The selected bidders appointment date will be put on hold. The Post and Bid Joint Resolution Committee has ten (10) work days to issue a decision in writing to the person filing the dispute. The Post and Bid Joint Resolution Committee shall be comprised of two (2) persons appointed by the appointing authority/department that have the position and SEIU Local 1000 respectively. Disputes will be resolved by a majority vote. A tie will be broken by lot. If the decision is found in the favor of the complainant, the selected bidder will be notified and the decision will be final and not precedential.
- G. The department shall maintain sufficient data to track and verify compliance with the provision. Such information shall be maintained by the appointing power for three (3) years and shall be made available to the Union upon request.

### **20.13.20 Shift/Day Off Preference of Assignment – Schools for the Deaf (Unit 20)**

Unit 20 Counselors will be issued a preference survey by the second week of May on an annual basis. The survey shall include anticipated shifts for the upcoming academic school year, residential areas, and days off. Counselors shall return the employee's completed survey within ten (10) calendar days. Management will assign counselors to the appropriate residential area and shift. Where two (2) or more counselors desire the same shift on the employee's preference survey, the shift will be assigned based on State seniority.

Management will inform the Counselors, in writing, of the Counselor's assignment as soon as possible and no later than one month (30 calendar days) before the first day of the upcoming academic school year. The assignment notice will be mailed to the staff at the employee's address of record and include the assigned shift, regular days off and area of placement.

The parties are encouraged to utilize the JLMC process as outlined in section 5.10 of this Contract to address issues related to the application of this Article. If the issue is taken as an agenda item, a department labor relations representative will participate in the JLMC.

### **20.14.4 Post and Bid Program for Department of Transportation (Caltrans) District 4 (S.F. Bay Area) (Unit 4)**

The Department of Transportation (Caltrans) and SEIU Local 1000 agree to a Post and Bid Program for all District 4 employees in the Toll Collector classification.

Vacancy/Shift Assignment shall be deemed to exist when a position is unoccupied as a result of retirement, transfer, termination, reassignment, or new funding and the Department elects to fill the position based on the following criteria:

#### **A. Eligibility to participate:**

1. Employees must have permanent civil service status. Permanent status is when the employee has successfully passed the employee's probationary period in the class.
2. Any employee appointed under the terms of this Article must possess the requisite skills and abilities required of the position. Any employee who has sustained a

disciplinary action or received a substandard performance report within the twelve (12) months preceding the occurrence of the vacancy, may, at the discretion of management, not be eligible for transfer.

B. Criteria to participate:

There will be a thirty (30) calendar day open Post and Bid period semi-annually as follows:

1. October 15 through November 14 (January through June)
2. April 15 through May 14 (July through December)
3. The Post and Bid Vacancy/Shift Assignment requests shall be kept on file for the qualifying six (6) months.

C. Toll Collector vacant positions will be filled in the following order:

1. Permanent full-time Toll Collectors who are currently assigned to the toll bridge where the vacancy exists and who have a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of state service. In cases of tied seniority, the decision will be made by lot.
2. Any permanent full-time Toll Collector with a valid Post and Bid Request on file shall be offered first right of refusal to the vacancy in seniority order. Seniority is based on total months of state service. In cases of tied seniority, the decision will be made by lot.
3. PI Toll Collectors who meet either 1) SPB rule 277 on the date of the vacancy, or 2) are reachable on a permanent full-time eligible list, and who have a valid Post and Bid Request on file shall be offered first right of refusal to a permanent full-time vacancy in seniority order. Seniority is based on total months of state service. In cases of tied seniority, the decision will be made by lot.
4. Any PI Toll Collector who has a valid Post and Bid Request on file shall be offered first right of refusal for a lateral transfer to a vacant permanent intermittent position in seniority order based on total months of state service. In cases of tied seniority, the decision will be made by lot.

5. If no Toll Collector with a valid Post and Bid Request accepts the position or if there is no valid Post and Bid Request on file, the employer may then fill the vacancy by any other available means.
- D. Time frames to accept and move to a new position:
1. Employees selected under the terms of this Article shall have a maximum of five (5) workdays in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor. Once the five (5) workdays have expired without response from the employee being considered for reassignment, the employer shall consider it a refusal of the job offer.
  2. If a job offer is accepted, the employee will report when the department has completed the Post and Bid process. If a transfer reasonably requires a relocation in accordance with section 12.2 of the MOU the employee has a maximum of thirty (30) calendar days to report to the new work location unless extended by the hiring supervisor.
  3. Employees being reassigned under this Post and Bid process waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.
  4. This Article does not preclude management from transferring employees for verifiable security, safety, or clearly articulated operational reasons.

**20.15.20 Post and Bid Procedure for CNA Positions, CDCR (CDCR, CCHCS, DJJ) (Unit 20)**

- I. Introduction: The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority in institutions that have fifteen (15) or more full-time permanent employees. Contained in this section are the provisions for the "24 Month P&B Process" which allows employees to bid twenty-four (24) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twenty-four (24) month assignments are in effect.

- A. The Chief Nurse Executive (CNE) or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.
  - B. The word “assignment” as used in this section is synonymous with that of “position.”
  - C. Participation in the P&B process is limited to eligible employees. An eligible employee:
    - 1. Must be a permanent full-time Certified Nursing Assistant (CNA): probationary employees are excluded.
    - 2. Must be permanently assigned to and work at the institution. Eligible employees may participate only in the employee’s institution’s P&B process. There shall be no inter-institution bidding on assignments.
  - D. Special Qualifications: Employees bidding on assignments which require specialized training shall meet the skills, knowledge, and abilities prior to the bid being placed. These special qualifications shall be defined in the bid notice.
  - E. Seniority: Defined as one point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one point for each qualifying month of full-time state service. If a further tie exists, then ties will be broken by “lottery” thereafter.
  - F. Limits on Bid: An employee may not make more than one successful open assignment bid each twelve (12) months except when an employee’s bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section “VII” subsections “A” and “B” or if an employee is granted a bid under the provisions of section “IX.” If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.
- II. Twenty-four (24) Month Bid Process
- A. There shall be seventy percent (70%) of the CNA qualifying post assignments at each facility that provides healthcare.
  - B. The specific posts that comprise the seventy percent (70%) and the thirty percent (30%) will be established through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas, watches, and RDOs between Management and bid assignments. Upon request, post orders and/or duty statements will be provided for each of the positions prior to the meet and discuss.

C. Participation in the twenty-four (24) month P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed.

D. Timeframes:

1. The twenty-four (24) bid cycle begins in the month of October for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than October 1 every other year.
2. Unless otherwise contested by October 15, an employee's seniority as posted on October 1, shall determine the employee's placement on the seniority list.
3. All approved bid request forms must be completed and submitted, in accordance with the "Bidding" provision below, no later than 4:00 p.m. on November 1, or 4:00 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.
4. An employee may voluntarily withdraw from participation in the twenty-four (24) month Bid Process by submitting a written request to the employee's supervisor. Employees who withdraw will be assigned at management's discretion. These assignments shall be counted neutral; that is, these assignments shall not be counted in either Management's or Union's positions.
5. Failure on the part of the employee to submit a request form by 4:00 p.m. on November 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, these assignments shall not be counted in either Management's or Union's positions.
6. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that does not receive a bid shall be filled at management's discretion.
7. The new assignments will begin the second Monday in January first watch.

8. The time frames will be agreed upon at the local level by the Union and Management.

### III. Interim Vacancy Bidding Process

- A. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if Management determines to fill the positions, created while the twenty-four (24) month assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by Management to be filled by bid shall be subject to the terms and conditions of this section.
- B. As CNA assignments become available, the assignments shall first be reviewed by the State to determine whether the assignment will be filled, posted for bid, or filled without posting.
- C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.
- D. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service system. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.
- E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twenty-four (24) month cycle. Upon request, SEIU shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.
- F. The excess of non-posted assignments over posted assignments at each institution shall not exceed two (2) at any time.
- G. Each notice shall remain posted as provided for in "Posting Assignments" for no less than fifteen (15) calendar days. Employees may bid for these assignments using the "Bidding" process below. All bids must be submitted by 4:00 p.m. on the fifteenth (15th) day of posting.
- H. At the end of the fifteen (15) day bid period, the eligible bidded employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion and shall be counted neutral.

- IV. Posting Assignments: Those assignments, which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:
  - A. Identification posting number
  - B. Unit (or ward) or other assignment
  - C. Shift
  - D. Days off or rotation pattern and cycle
  - E. Time base
  - F. Deadline for bid submittal and where to be submitted
  - G. Special qualifications (if any)
- V. Bidding
  - A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:
    - 1. The original to the location designated on the bid form.
    - 2. A copy to the Union designated steward, and
    - 3. The bidding employee.
  - B. Bid forms shall include the identification posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The form must be dated and signed by the employee.
  - C. An otherwise eligible employee absent from the worksite during the bid process for such reasons, including but not limited to EIDL, SDI, Worker's Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position. If management fills the position it shall be counted neutral until the next twenty-four (24) month bid cycle.
  - D. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at management's discretion.
- VI. Other Factors
  - A. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment

after being determined the employee qualifies to resume such duties.

1. If absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.
2. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or same watch/RDO for the remainder of the bid period.
3. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with the employee's watch preference.
  - a. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.
  - b. Employees who laterally transfer after November 1 will be precluded from the bid process until the next open bid process.

#### VII. Deletions and Changes

- A. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.
- B. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, the employee shall notify management of the desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when the training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

VIII. Transfers: Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section be involuntarily transferred to another assignment.

## IX. Denial of Bid

- A. Employees who have adverse action taken against them shall lose the right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, the employee's right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose the right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.
- B. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to the employee's bid assignment.
- C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have the employee's right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.
- D. Employees losing the right to bid or hold assignments as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.
- E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised the employee's eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.
- F. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work

limitation(s) described by the employee's physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

- X. Floating/Redirect: The word "float" as used in this section is synonymous with that of "redirect". If it becomes necessary to temporarily float employees to another Unit 20 position in order to provide coverage, each work location (unit and shift) shall establish a rotational system that distributes floating on an equitable basis.
- XI. Involuntary Removal: Management may remove an employee from a bid position when the employee fails to demonstrate that the employee has the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.
- XII. Nepotism: No bid shall be denied based solely on personal relationships. An employee may lose the employee's right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:
  - A. If such bid or position creates a nepotism situation, notice must be given to the employee.
  - B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
  - C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.
- XIII. Disputes
  - A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable.
  - B. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;
  - C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit a complaint to the first formal level of review within the normal time frames specified in the grievance process.

- D. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or
- E. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

This Post and Bid process shall be implemented with the next CDCR-CCHCS twenty-four (24) month bid cycle 2021.

### **20.16.20 Post and Bid Procedure for Dental Assistant Positions, CDCR (Unit 20)**

#### I. Introduction:

The Post and Bid (P&B) process is designed as a method to allow employees to secure an assignment based on seniority. Contained in this section are the provisions for the "Annual P&B Process" which allows employees to bid twelve (12) month assignments and the "Interim Vacancy Bidding Process" which addresses vacancies that occur while the twelve (12) month assignments are in effect. The Inaugural Annual P&B will become effective January 1, 2014 and will result with the P&B assignment placements occurring in July 1, 2014.

A. The Health Program Manager III, Supervising Dentist, or their designee shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

B. The word "assignment" as used in this section is synonymous with that of "position."

C. Participation in the P&B process is limited to eligible employees. An eligible employee:

1. Must be a permanent full-time Dental Assistant (DA); probationary employees are excluded.
2. Must be permanently assigned to and work at the institution. Eligible employees may participate only in the employee's institution's P&B process. There shall be no inter-institution bidding on assignments.

D. Seniority:

Defined as one (1) point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one (1) point for each qualifying month of full-time state service. If a further tie exists, then ties will be broken by "lottery" thereafter.

E. Limits on Bid:

An employee may not make more than one (1) successful open assignment bid each twelve (12)-months except when an employee's bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section "VII" subsections "A" and "B" or if an employee is granted a bid under the provisions of Section "IX." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

II. Annual Bid Process

A. There shall be ninety percent (90%) of all of the DA qualifying positions allotted according to seniority at each California Department of Corrections and Rehabilitation (CDCR) facility that provides dental care.

B. The specific posts that comprise the ninety percent (90%) will be established through a meet and discuss. The Union and State will identify an equitable distribution of the preferred work areas, watches, and Regular Days Off (RDOs) between management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss.

C. Participation in the Annual P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed. The awarding of the ninety percent (90%) P&B assignments will be based on seniority. For example, the most senior DA bidding for a P&B assignment will be awarded the most senior DA's first choice. This awarding of P&B assignments will continue in order of seniority until the P&B process is

completed, with all the ninety percent (90%) assignments being awarded or the bids submitted have been exhausted.

D. Timeframes:

1. The annual bid cycle begins in the month of April for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than April 1st every year.
2. Unless otherwise contested by April 15, an employee's seniority as posted on April 1, shall determine the employee's placement on the seniority list.
3. All approved bid request forms must be completed and submitted, in accordance with the "Bidding" provision below, no later than 4:00 p.m. on May 1, or 4:00 p.m. on the following Monday if the date falls on the weekend. An employee may write more than one bid preference on the bidding form in priority order.
4. An employee may voluntarily withdraw from participating in the Annual Bid Process by submitting a written request to the employee's supervisor. Employees who withdraw will be assigned at State's discretion. These assignments shall be counted neutral; that is, the assignment shall not be counted in either State's or the Union's positions.
5. Failure on the part of the employee to submit a request form by 4 p.m. on May 1, shall result in a no preference indicated (NPI) for the employee. The employee will then be assigned an assignment at management's discretion. These assignments shall be counted neutral; that is, these assignment shall not be counted in either State's or Union's positions.
6. At the end of the bid period, management will make the assignments based on the highest seniority of the bidders. Any assignment that

does not receive a bid shall be filled at management's discretion.

7. The new assignments will begin the first Monday in July on the first watch.

8. The time frames will be agreed upon at the local level by the Union and Management.

### III. Interim Vacancy Bidding Process

A. The interim bidding process is designed as a method to provide current employees the opportunity to move to vacant assignments, if the State determines to fill the vacant position, created while the annual assignments are in place, using seniority as the deciding factor on who will secure an assignment that is available by bid. The vacant assignments that have been determined by the State to be filled by bid shall be subject to the terms and conditions of this section.

B. As DA assignments become available, the assignments shall first be reviewed by the State to determine whether the assignments will be filled, posted for bid, or filled without posting.

C. The filling of vacancies by either promotions from eligible list or external lateral transfers is not subject to P&B.

D. If the State determines to fill the assignment without posting, the assignment may be filled by hire, transfer, promotion, or any other method allowed by the Civil Service system. Such assignments may be advertised where appropriate, but will be filled through the sole discretion of the State.

E. Interim bids shall be conducted so that the percentages specified in this section are maintained throughout the twelve (12) month cycle. Upon request, the Union shall be provided updated information regarding the post and bid split in order to ensure maintenance of the ratio as described above.

F. Each notice shall remain posted as provided for in "Posting Assignments" for no less than fifteen (15) calendar days. Employees may bid for these

assignments using the "Bidding" process below. All bids must be submitted by 4:00 p.m. on the fifteenth (15th) day of posting.

G. At the end of the fifteen (15) day bid period, the eligible bidded employee with the highest seniority score shall be placed in the assignment. Any assignment that received no bid shall be filled at management's discretion and shall be counted neutral.

IV. Posting Assignments: Those assignments which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

- A. Identification posting number
- B. Unit (or ward), yard, or other assignment
- C. Shift
- D. Days off or rotation pattern and cycle
- E. Time base
- F. Deadline for bid submittal and where to be submitted
- G. Special qualifications (if any)

V. Bidding

A. Employees may bid on the posted assignment by filling out a bid form provided by the State. The bidding employees shall submit the completed bid form to the following:

1. The original to the location designated on the bid form,
2. A copy to the Union designated steward, and
3. The bidding employee.

B. Bid forms shall include the

1. Identification posting number,
2. the employee's name,

3. classification,
4. seniority points,
5. current work location, and
6. business telephone number.

The form must be dated and signed by the employee.

- C. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Worker's Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of the posting of the bid results. After sixty (60) days, management shall decide whether or not to fill the position. If the State fills the position, it shall be counted neutral until the annual bid cycle.
- D. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at the State's discretion.

## VI. Other Factors

- A. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined the employee qualifies to resume such duties.
  1. If an absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.
  2. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to

the same assignment or same watch/RDO for the remainder of the bid period.

3. An employee exceeding the sixty (60) calendar day limit for any other reason will at least be assigned commensurate with the employee's watch preference.

B. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.

C. Employees who laterally transfer after May 1 will be precluded from the bid process until the next open bid process.

#### VII. Deletions and Changes

A. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

B. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, the employee shall notify management of that desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

#### VIII. Transfers:

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

## IX. Denial of Bid

- A. Employees who have adverse action taken against them shall lose the right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, the employee's right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose the right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the Director or designee is required prior to such denial.
- B. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been conducted and if the charges have not been substantiated, the employee shall be returned to the employee's bid assignment.
- C. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose the right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have the employee's right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.
- D. Employees losing the right to bid or hold assignments as outlined above may be administratively transferred to the same watch without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.
- E. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised the employee's eligibility for a bid assignment, that employee shall

be job changed to a new post possessing similar RDO's on the same watch, if available and if requested by the employee.

- F. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by the employee's physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.
  
- X. Floating:

If it becomes necessary to temporarily float employees to another Unit 20 DA position in order to provide coverage, each CDCR institution shall establish a rotational system that distributes floating by inverse seniority on an equitable basis.
  
- XI. Involuntary Removal:

Management may remove an employee from a bid position when the employee fails to demonstrate that the employee has the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times. The vacated position shall be subject to the interim bid process.
  
- XII. Nepotism:

No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

  - A. If such bid or position creates a nepotism situation, notice must be given to the employee.
  
  - B. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.

- C. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

### XIII. Disputes

- A. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable;
- B. Either party may request a meet and discuss regarding any problem or concern with the P&B procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;
- C. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit a complaint to the first formal level of review within the normal time frames specified in the grievance process;
- D. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or
- E. The employee has the right to go on a waiting list for the next available slot matching the employee's bid for the watch and RDO.

#### **20.17.20 Post and Bid Procedure for Residential Care Specialist (RCS) Positions: California Veterans Homes (Unit 20)**

Contained in this section are the provisions for the twenty-four (24) month Bid process, which allows the current incumbents in the RCS classification to bid twenty-four (24) month assignments, and the interim vacancy bidding process which addresses the vacancies that occur while the twenty-four (24) month assignments are in effect.

Post and Bid (P&B) shall only apply to CalVet Veterans Homes where a variety of work schedules (days off, shifts, etc.) exist. Only permanent full-time employees in the RCS classification at the Veterans Homes are eligible to participate in the P&B process. Employees who do not have a

permanent full-time appointment in the RCS classification (probationary, training and development, limited term, out of class, etc.) shall not be eligible to bid on posted positions and may be assigned to any post after the bid positions have been filled.

A. Twenty-four (24) month Bid

The Bids will be for a period of twenty-four (24) months

1. Posted Positions

The positions shall be posted electronically. The format shall include the following posted criteria:

- a. Identification posting number
- b. Unit assignment
- c. Shift
- d. Days off or rotation pattern and cycle
- e. Deadline for bid submittal
- f. Location where bid is to be submitted
- g. Description of duties to be performed (knowledge, skills, and abilities)

The deadline for bid submittal will be no less than ten (10) calendar days from the electronic posting. An employee who does not submit a post preference by the deadline will be assigned a post at management's discretion, but may participate in the interim bid process.

2. Employee Bid Forms

Employees may bid on the posted position by filling out a bid form provided by the State. Bid forms shall be copied by the employee, with the employee submitting the original to the Post and Bid Administrator's office, a copy to the Union, and the employee retaining a copy. Bid forms shall include posting number, the employee's name, classification, seniority points, current work location, and business telephone number. The forms must be dated and signed by the employee.

3. Leaves

An otherwise eligible employee absent from the worksite during the bid process for such reasons, including but not limited to EIDL, SDI, Workers' Compensation, leave of

absence, annual military leave, illness, etc., may participate in the bid process during the electronic posting period. Employees must assume the assignment within sixty (60) calendar days of the posting of the bid results. After sixty (60) calendar days, management shall decide whether or not to fill the position.

In the event the employee is unable to assume the post within the sixty (60) calendar days, the employee may be placed in another post at management's discretion.

#### 4. Assignment

Within thirty (30) calendar days after posting the notice of vacancy, the position shall be assigned to the eligible bidding employee with the most seniority. When a bid position is filled, all RCS employees will be notified electronically of the bid results. However, in cases of emergencies or where severe staffing shortages exist, assignments may be delayed up to sixty (60) calendar days after posting of notice.

### B. Interim Bidding Process

#### 1. Deletions

If a bid position is deleted, then the employee in that position may:

- a. bid on any vacant posted position
- b. be transferred at management's discretion to a vacant position with substantially similar start/stop time and RDO if possible.

If, because of coverage or other legitimate operational need, it is determined that a bid position's posting criteria must be altered in any respect, the employee filling that position shall be notified of the proposed changes and the reason for such change in writing from management no later than fifteen (15) calendar days prior to the change. If the employee desires to remain in the altered position, the employee shall notify management of that desire no later than five (5) calendar days prior to the change in writing and shall remain in the position. A position shall not be considered to be altered when training is conducted on a shift other than the employee's regularly scheduled shift and the employee is required to attend.

## 2. Transfers

Employees holding bid positions shall not be involuntarily transferred or moved, except in case of emergency, or as otherwise provided in this article.

An employee may be temporarily removed from a bid assignment pending a personnel/ EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been concluded and if the charges have not been substantiated, the employee shall be returned to the employee's bid assignment.

Employees losing the right to bid as outlined above may be administratively transferred at the discretion of the State.

## 3. Interim Bids

If a position becomes vacant during the twenty-four (24) month bid cycle, the position shall be posted for an interim bid in accordance with the posting criteria in subsection "A". An employee may not make more than one successful bid each twelve (12) months in a twenty-four (24) month bid cycle, except that if an employee's bid position is deleted. Exceptions to this limitation may be granted following a request in writing to the Post and Bid Administrator.

### C. Denial of Bid

Employees who have received yearly evaluations during the preceding twelve (12) months with two (2) or more categories marked below standard may lose the right to bid for up to six (6) months, subject to review in three (3) months. In order for a substandard performance evaluation to be applicable to this section, the performance evaluation must clearly substantiate the performance concerns, in writing, which support the below standard rating for the performance evaluation. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee's right to bid shall be restored.

Employees who have adverse actions taken against them during the preceding twelve (12) months shall lose the employee's right to bid for up to six (6) months if such assignment or bid is meaningfully related to the cause of action.

If on appeal, the employee is exonerated, the employee's right to bid shall be restored.

D. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose the right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such a bid or position creates a nepotistic situation, notice must be given to the employee.
2. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

E. Meet and Discuss

Either party may request a meet and discuss regarding any problem or concern with the P&B procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) calendar days of the request.

F. Post and Bid Review

At each Veterans Home, Management shall designate an official who shall be responsible for the administration of the P&B provision. Upon request, the P&B administrator shall meet periodically with the SEIU representatives for the purpose of reviewing compliance with the Post and Bid provision.

G. Seniority

1. For the purpose of this provision "seniority" is defined as one point for each qualifying month of full-time state service. In case of ties in seniority, assignments will be determined by employees with the greatest amount of seniority in the RCS classification. If further tie exists then ties will be broken by draw of lots.
2. Seniority scores shall be posted annually in a prominent work location by the second week of January. Each employee has ten

(10) calendar days from the date of posting to contest scores.

#### H. Implementation

The provisions of this section will be implemented six (6) months after the ratification of the agreement by both the State and the Union membership, then every twenty-four (24) months in January.

### **20.18.20 Pilot Post and Bid for Medical Assistants CHCF Stockton (Unit 20)**

#### **A. Purpose**

The State will pilot an annual Post and Bid (P&B) process for Medical Assistants (MA) at the California Health Care Facility (CHCF) to allow employees to secure an assignment based on seniority. This pilot will continue until June 30, 2026.

#### **B. Responsibility**

The Chief Nursing Executive (CNE), or their designee, shall have responsibility for implementation and maintenance of this procedure at each facility and shall ensure compliance.

#### **C. Procedure**

##### **1. General Provisions**

A. The annual P&B process will allow employees to bid twelve (12) month assignments.

B. The word “assignment” as used in this section is synonymous with that of “position.”

##### **2. Eligibility**

Participation in the P&B process is limited to eligible employees. An eligible employee:

a. Must be a permanent, full-time MA. Probationary and Employee Health MAs are excluded.

b. Must be permanently assigned to and work at the institution.

Eligible employees may participate only in their institution’s P&B process. There shall be no inter-institution bidding on assignments.

##### **3. Seniority**

Defined as one point for each qualifying month of full-time Departmental Unit 20 service, with ties broken by one point for each qualifying month of full-time State service. If a further tie exists, then ties will be broken by “lottery” thereafter.

##### **4. Limits on Bid**

An employee may not make more than one successful open assignment bid each twelve (12) months except when an employee's bid assignment is substantially modified and the employee elects not to stay in the position or as provided in section "H" subsections "1" and "2" or if an employee is granted a bid under the provisions of Section "J." If these occur, the employee shall have the right to bid again. Exceptions to this limitation may be granted.

## **5. Annual Bid Process**

- a. There shall be eighty percent (80%) of all of the MA qualifying positions providing provider support allotted according to seniority at CHCF.
- b. The specific posts that comprise the eighty percent (80%) will be established through a meet and discuss. The Union and Management will identify an equitable distribution of the preferred work areas and Regular Days management and bid assignments. Upon request, post orders and duty statements will be provided for each of the positions prior to the meet and discuss
- c. Participation in the Annual P&B process is voluntary. The choice not to participate shall result in management assigning the individual to an assignment that remains unfilled after this bid process is completed. The awarding of the P&B assignments will be based on seniority. For example, the most senior MA bidding for a P&B assignment will be awarded his/her first choice. This awarding of P&B assignments will continue in order of seniority until the P&B process is completed, with all the assignments being awarded or the bids submitted have been exhausted. The MA will remain in the awarded assignment for the full twelve (12) months, except as in Sections H or J below.
- d. Timeframes
  1. The annual bid cycle begins in the month of April for those employees who wish to participate. An updated seniority roster and a listing of all available assignments open for bid shall be posted no later than April 1st every year.
  2. Unless otherwise contested by April 15, an employee's seniority as posted on April 1, shall determine the employee's placement on the seniority list.
  3. An employee may voluntarily withdraw from participating in the Annual Bid Process by submitting a written request to their supervisor. Employees who withdraw will be assigned at Management's discretion.

4. The annual bid process shall be completed no later than 4pm on May 1st or 4pm on the following Monday if May 1st falls on a weekend.
5. The new assignments will begin the first Monday in July on the first watch.
6. The time frames will be agreed upon at the local level by the Union and Management.

e. Posting Assignments

Posting Assignments: Those assignments which are determined to be posted, shall be posted in a prominent place where such notices are customarily posted. The posted notice shall be dated and on a form designed for that purpose and shall include the following criteria:

1. Identification posting number
2. Unit (or ward), yard, or other assignment
3. Shift
4. Days off or rotation pattern and cycle
5. Time base
6. The time & location of the walk-up bid, or upon mutual agreement, the deadline for bid submittal and where to be submitted.

f. Bidding

1. Employees may bid on the posted assignment of choice during the bid process. A bidding form will be made available to the member prior to the bid date.
  - a. Employees that are not present may bid by phone or by proxy.
  - b. If bidding by proxy, the employee must provide a copy of the bid form that includes a signature, date, and time to the proxy and the CNE or their designee.
2. Bid forms shall include:
  - a. identification posting number,
  - b. employee's name,

( c) classification

The form must be dated and signed by the employee.

3. An otherwise eligible employee absent from the work site during the bid process for such reasons, including but not limited to EIDL, SDI, Workers' Compensation, leave of absence, annual military leave, illness, etc., may participate in the bid process. Employees must assume the assignment within sixty (60) days of

the posting of the bid results. After sixty (60) days management shall decide whether or not to fill the position.

4. In the event the employee is unable to assume the assignment within the sixty (60) calendar days, the employee may be placed in another assignment at the Management's discretion.

g..Other Factors

1. Short term absences of not more than sixty (60) calendar days from the employee's assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment after being determined they qualify to resume each duties.

a. If an absence is more than sixty (60) calendar days, the appointing authority may authorize an employee's return to the assignment or same watch/regular day off (RDO) if the absence was generated by a management decision.

b. An employee exceeding the sixty (60) calendar day limit for an absence due to EIDL will be assigned to the same assignment or RDO for the remainder of the bid period.

2. A waiting list will be established with those employees who have been removed from an assignment as a result of a correction to a seniority date or due to management error in assigning the employee.

3. Employees who laterally transfer after May 1 will be precluded from the bid process until the next open bid process.

h. Deletions and Changes

1. If a bid assignment is deleted due to reduced allocations or for other reasons, and there is an employee in the deleted assignment, then the employee may bid on any vacant posted assignment.

2. If because of coverage or other legitimate operational need, it is determined that a bid assignment's posting criteria must be altered, the employee filling that assignment shall be notified of the proposed changes and the reason for such change in writing. If the employee desires to remain in the altered assignment, they shall notify management of that desire within five (5) calendar days and shall remain in the assignment. An assignment shall not be considered altered when training is conducted on a shift other than

the employee's regularly scheduled shift and the employee is required to attend.

i. Transfers

Employees holding bid assignments shall not, except in cases of emergency or as otherwise provided for in this section, be involuntarily transferred to another assignment.

j. Denial of Bid

1. Employees who have adverse action taken against them shall lose their right to hold a bid assignment and/or bid on any assignments for a period of up to six (6) months if such assignment or bid is meaningfully related to the cause of action. If the employee is exonerated on appeal, their right to bid or hold assignments shall be restored. Employees who are charged with wrongdoing which is also grounds for adverse action may lose their right to bid and/or hold a bid assignment for a period of up to six (6) months, if such assignment of bid is meaningfully related to the cause of action. A meeting before the hiring authority or designee is required prior to such denial.

2. An employee may be temporarily removed from the bid assignment pending a personnel/EEO investigation, but will be assigned to substantially similar start/stop time and RDO if possible. Once the investigation has been conducted and if the charges have not been substantiated, the employee shall be returned to their bid assignment.

3. Employees who receive yearly evaluations which have two (2) or more categories marked below standard may lose their right to hold and/or bid assignments for up to six (6) months, subject to review in three (3) months. If the evaluation is overturned by a reviewing officer or as a result of a grievance decision, the employee shall have his/her right to bid and hold assignments restored. The reason for denial to bid shall be in writing and given to the employee.

4. Employees losing their right to bid or hold assignments as outlined above may be administratively transferred without regard to RDO. Employees who have been absolved of wrongdoing as stated above, shall be accorded one successful bid so long as the bid is exercised within three (3) months of the decision absolving the employee.

5. If for some reason, other than specified previously, it becomes necessary to change an employee who has exercised

their eligibility for a bid assignment, that employee shall be job changed to a new post possessing similar RDO's if available and if requested by the employee.

6. Management may deny a bid which is submitted by an employee who is on limited duty status if it is determined that the duties of the posted position are in conflict with the work limitation(s) described by their physician. Upon request of the employee, a meeting will be held with the Director or designee prior to the final decision regarding the employee's ability to bid.

k. Floating or Redirect

The word "float" is synonymous with that of "redirect". If it becomes necessary to temporarily float or redirect employees to another Unit 20 MA position in order to provide coverage, each CDCR institution shall establish a rotational system that distributes floating by inverse seniority on an equitable basis. In addition, rotation should have the least impact on staff & patient care. In the event that a provider is unavailable, the MA assigned to that area will be redirected.

l. Involuntary Removal

Management may remove an employee from a bid position when the employee fails to demonstrate that they have the knowledge and skills required to perform the duties of the position. The employee shall be placed in a position with the same RDO's and substantially similar start/stop times.

m. Nepotism

No bid shall be denied based solely on personal relationships. An employee may lose their right to hold and/or bid a position based on the Department's nepotism policy in accordance with the following:

1. If such bid or position creates a nepotism situation, notice must be given to the employee.
2. Assignments not in conformance with this subsection shall be corrected by transfer or other appropriate action within ninety (90) days.
3. Nothing in this subsection shall prohibit the employee and/or the Union from filing a grievance.

n. Disputes

1. Disputes concerning this section shall be grievable to the Departmental level of review and shall not be arbitrable;
2. Either party may request a meet and discuss regarding any problem or concern with the Post and Bid procedure. This request will be honored by the non-requesting party in the form of a meeting within thirty (30) days of the request;
3. An employee alleging seniority date errors/disputes and is unable to resolve the problem with verbal communication shall submit their complaint to the first formal level of review within the normal time frames specified in the grievance process;
4. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall then have first preference on the first available bid position; or
5. Employee has the right to go on a waiting list for the next available slot matching the employee's RDO.