

BENEFITS AND COMPENSATION **1030**
(No. 16 August 1990)

EFFECT OF BARGAINING DESIGNATION CHANGE **1031**
(No. 16 August 1990)

Currently, employees who are designated confidential, supervisory, and managerial under the State Employer-Employee Relations Act (SEERA) receive benefits that differ from those provided to rank-and-file employees. This section outlines how these benefits are affected when employees move between collective bargaining categories.

CONFIDENTIAL DESIGNATIONS **1031.1**
(No. 16 August 1990)

Based upon an agreement between the Department of Personnel Administration (DPA) and the California State Employees Association (CSEA), the department may designate 41 CSEA represented positions as confidential. In addition to this allocation, all labor relations classifications are designated confidential. Other non-CSEA positions may be designated confidential when appropriate and approved through the procedure outlined below.

NOTE: A confidential designation is assigned to a position, not to an employee. An employee who vacates a confidential position loses the confidential designation.

CRITERIA **1031.1.1**
(No. 16 August 1990)

To maintain consistency and ensure that positions are appropriately designated, the following criteria are to be followed when requesting that a position be designated confidential.

Definitions:

Confidential Employee - An employee who is required to develop or present management positions with respect to employer/employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions (Government Code Section 3513 (f) also known as the Dills Act).

Confidential Information - Refers only to sensitive matters relating to employer/employee relations. It does not refer to sensitive personnel or other business-related information.

Examples of Confidential Material:

- Data concerning the development of departmental collective bargaining positions.
- Strike contingency plans and updates.
- Draft studies of policies and procedures affecting the terms and conditions of employment.
- Data concerning unfair labor practice charges.

Duties of a confidential position must include:

- The development or presentation of management positions with respect to employer/employee relations.
- Access to confidential information that contributes significantly to the development of management positions.

Both of the above criteria involve the development of management positions. The fact that an employee has regular access to confidential and sensitive employee/employer relations information or routinely processes (e.g., types, files) management policies and strategies does not alone support a confidential designation. Such access and activities must potentially affect or influence the development of management's final position with respect to employer/employee relations.

Answering the following questions may help to determine if a position should be designated confidential:

What activities does the employee perform with respect to employee/employer relations and the development of management positions? What amount of time is spent in these activities?

In what way does the activity of the employee affect the development of management positions?

In what program areas is the employee working?

Where is the employee located in the organization, and what is the level of the administrator to whom the employee reports?

Is the employee required to access confidential employee/employer information in the normal performance of duties?

PROCEDURE TO DESIGNATE A POSITION CONFIDENTIAL

1031.1.2

(No. 16 August 1990)

1. To designate a position confidential, a request must be sent to the Labor Relations Office (LRO) in Sacramento for approval.
2. A request for a confidential designation must be made:
 - Before designating a new position as confidential.
 - Before moving a confidential designation from one position to another position.
 - Each time a confidential position is vacated and refilled.
3. Requests are to be made by the executive staff in the Director's Office or by headquarters and region chiefs only.
4. Requests must be in writing and include:
 - Justification for the confidential designation.
 - The position number of the position to be designated confidential.
 - The social security number of the employee filling the position.
 - An up-to-date duty statement for the position.
5. The LRO will determine if the designation is appropriate based on a review of the justification and duty statement along with the availability of a confidential position.
6. If the designation is approved, the LRO will notify the requesting party and initiate documents to the appropriate personnel office (region or headquarters) to complete a designation change. The LRO will coordinate the designation change with the Department of Personnel Administration.
7. If the designation is disapproved, the LRO will notify the requesting party.

TEMPORARY ASSIGNMENTS WITHOUT A CLASSIFICATION CHANGE

1031.2

(No. 16 August 1990)

Temporary assignment of an employee within an agency or between agencies may be made to

- provide training to employees.
- enable an agency to obtain expertise needed to meet a compelling program or management need.
- facilitate the return of an injured employee to work.

(Additional information concerning temporary assignments may be found in Government Code Section 19994.9.)

Except for positions designated as confidential, temporary assignments without a change in class will not affect the employee's collective bargaining designation or benefits. These will remain unchanged during the assignment since the employee is continuing to serve under the same civil service classification.

CONFIDENTIAL TO RANK-AND-FILE

1031.2.1

(No. 16 August 1990)

Because confidential designations are made by positions/duties and not by classification, different procedures are required for temporary assignments involving movement between confidential and rank-and-file positions.

When an employee in a confidential position accepts a temporary assignment to a rank-and-file position, the employee's designation will be changed for the duration of the assignment. The employee will, however, continue to receive confidential benefits at state expense during the course of the assignment. The employee would also be obligated to pay union or fair share dues where applicable.

The change in designation should be processed as outlined below, rather than through a transaction submitted to the State Controller's Office:

- The appointing supervisor must notify Personnel Services about the temporary assignment. The notification should include statements indicating that the employee's benefits will remain unchanged and that for collective bargaining purposes, the employee will have the rights, privileges, and obligations of employees in the bargaining unit containing the temporary assignment position. A copy of this material should be sent to Personnel Services in Sacramento for forwarding to DPA and to Labor Relations Division to update the count of confidential employees. For the same reason, the Personnel Services analyst should be notified when the temporary assignment is concluded.

- When the bargaining unit in question has a fair share provision in its agreement with the state, the appointing power will also give written notice to the unit's exclusive representative indicating that the employee will be subject to fair share deductions during the assignment. A copy of that notice should be sent to the State Controller's Office, Personnel/Payroll Services Division, Deduction Unit, P.O. Box 942850, Sacramento, CA 94250.

RANK-AND-FILE TO CONFIDENTIAL

1031.2.2

(No. 16 August 1990)

When an employee accepts a temporary assignment from a rank-and-file position into a confidential position, the employee's Collective Bargaining Identification (CBID) will be changed to confidential and he/she will receive benefits accordingly. When the employee returns to his/her former position, the employee benefits and collective bargaining designation will be changed consistent with that position. The CBID change is processed through a transaction submitted to the State Controller's Office by the unit personnel assistant.

TRAINING AND DEVELOPMENT ASSIGNMENTS -CONFIDENTIAL TO RANK-AND-FILE

1031.2.3

(No. 16 August 1990)

The provisions for a confidential employee accepting a Training and Development assignment to a rank-and-file position are identical to the provisions described in Section 1031.1.1 for a confidential employee accepting a temporary assignment to a rank-and-file position.

VOLUNTARY CHANGE IN CLASSIFICATION

1031.3

(No. 16 August 1990)

When an employee voluntarily moves to a classification with another collective bargaining designation on a permanent, limited term, or temporary basis through promotion, transfer, or demotion, the employee's CBID and benefits will be immediately changed to reflect the employee's new appointment. The CBID change is processed through a transaction submitted to the State Controller's Office by the unit personnel assistant. The only exception with regard to benefits are NDI payments in progress which will continue at the same rate. The payment rate for any new claim period after the effective date of the CBID change will be consistent with the new CBID.

Employees retain leave credits already earned. The supervisor may give employees up to one year to reduce any leave balances that exceed those allowed under their new designation. (See Vacation Carryover, [Section 1067](#).) All future leave credits earned will be at the rates and subject to the terms of the new CBID.

Employees designated as "Managerial" are eligible for the annual leave program. Employees who no longer meet the eligibility requirements for the annual leave program, due to a change in designation, are returned to the leave/vacation program appropriate for their new class position. Employees begin accruing sick leave and vacation on the first day of the pay period following their change in designation. The hours accrued in their annual leave banks are converted to vacation credits. If, after the conversion, an employee's vacation balance exceeds the maximum allowed, he/she will be given a two-year grace period in which to reduce their vacation accumulation to the maximum allowed or he/she may convert the excess vacation hours to sick leave credits at the ratio of 4 hours of vacation for 8 hours of sick leave.

Employees on NDI leave at the time of the change to a CBID that is not eligible for annual leave will maintain the same level of benefit for the duration of the claim. Subsequent disabilities will be at the NDI benefit level applicable to the new CBID.

INVOLUNTARY TRANSFER WITHIN THE SAME CLASS 1031.4

(No. 16 August 1990)

Movements resulting from adverse action, probationary rejection, or mandatory reinstatement will be handled as specified for voluntary movements between classifications. (See Section 1031.2.)

Involuntary transfers between positions in the same class include movement from managerial to supervisory, supervisory to rank-and-file, and reassignment from confidential to nonconfidential.

When a transfer is involuntary on the employee's part, the collective bargaining designation will be changed to reflect the new position. Leave balances, leave earning rates, annual leave, and NDI payments will be handled as outlined above for voluntary transfers.

LIFE INSURANCE 1031.4.1

(No. 16 August 1990)

When an employee's life insurance benefit is reduced or eliminated, the employee will be kept in the group plan at state expense for one year. This gives the employee an opportunity to shop for and purchase new insurance coverage.

In order to initiate the one-year life insurance extension, the unit personnel assistant will send a notice to DPA, Benefit Programs Branch, indicating the employee's name, social security number, and home address. The notice must contain the employee's old and new CBID and the effective date of the CBID change.

A departmental check made payable to United of Omaha to pay for the one year of insurance coverage must be attached. Contact the Benefits Programs Branch at DPA to determine the amount of the check.

When more than one employee in a unit becomes subject to this provision in the same pay period, a single notice and check should be submitted.

ENHANCED DENTAL CARE

1031.4.2

(No. 16 August 1990)

Eligibility for enhanced dental benefits will be discontinued immediately or the first of the following pay period except that all work already scheduled when the employee was notified of the transfer may be completed. (This will typically be orthodontic work.)

There is a difference in the enhanced dental benefit level for work performed on dependents. Employees whose covered dependents have work not covered by the regular dental plan should be advised to have the work completed within the 30 days that will typically elapse before the enhanced dental coverage is terminated. In the instances where this is not possible, the employee's enhanced coverage may be extended until the scheduled work is completed.

To implement an extension of enhanced dental coverage, the unit personnel assistant should submit a notice to the Benefit Programs Branch at DPA (with a copy to the employee) containing the employee's name, CBID change, and the effective date. A description of the dental work in progress and the date on which that work will be performed must be included in the notice by the personnel assistant. In those cases, paperwork should not be initiated to change the employee's dental coverage until the agreed upon completion date is reached.

ENHANCED 1959 SURVIVOR BENEFITS

1031.4.3

(No. 16 August 1990)

If an eligible employee transfers to a noneligible position, the enhanced benefit will be terminated.

CATASTROPHIC TIME BANK

1031.4.4

(No. 16 August 1990)

Employees receiving time from the catastrophic time bank when they transferred to a CBID which is ineligible for this benefit will continue to receive available time from the bank until the current medical problem ends. (See also Catastrophic Time Bank, [Section 1063](#) of this manual.)

SALE OF RESIDENCE

1031.4.5

(No. 16 August 1990)

When a nonrepresented employee accepts an assignment that requires the sale of a residence, the employee has two years to file a claim for home sale costs. Rank-and-file employees have one year to file a claim. Employees who are involuntarily transferred from a nonrepresented class to a rank-and-file category continue to have two years to file a claim for any qualifying home sale which was required as a result of the involuntary move or which occurred less than two years before the move.

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