# AGREEMENT

Between

STATE OF CALIFORNIA

AND

CALIFORNIA CORRECTIONAL
PEACE OFFICERS ASSOCIATION

Covering

BARGAINING UNIT 6
CORRECTIONS

July 3, 2013

Through

July 2, 2015

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## PREAMBLE

This AGREEMENT, hereafter referred to as the Agreement, entered into by the STATE OF CALIFORNIA, hereafter referred to as the State or the State employer, pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION, hereafter referred to as CCPOA, has as its purpose the promotion of harmonious labor relations between the State and CCPOA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3517.5 of the Government Code.

## ARTICLE I
## RECOGNITION

### 1.01 Recognition

A. Pursuant to the Public Employment Relations Board certification, the State recognizes CCPOA as the exclusive representative for employees in the Corrections Unit 6.

B. Pursuant to Government Code Sections 19815.4 and 3517, CCPOA recognizes the California Department of Human Resources (CalHR), or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

## ARTICLE II
## CCPOA REPRESENTATION RIGHTS

### 2.01 Distribution of Literature

A. CCPOA representatives requesting access to Bargaining Unit 6 employees and/or designated non-work locations will check with the appropriate designated management authority to determine availability of space for the distribution of information and/or literature. Access to those locations may be restricted based on space availability and operational necessity. A written list of CCPOA stewards and staff shall be furnished to the State, and CCPOA shall notify the State promptly of any change.

**B.** CCPOA may use existing employee mailboxes for distribution of information and/or literature. CCPOA assumes responsibility for the distribution of its own literature, unless mailed through the U.S. Postal System addressed to individual employee(s).

## 2.02 Worksite Access

A. CCPOA stewards or representatives seeking access to the employees in a work or secure area, or to review documents, shall provide the department head or designee with reasonable advance notice of the visit. Access may be denied or delayed or limited for reasons of safety, security, public order, or other business-related reasons. Access to employees shall not be unreasonably withheld.

B. Access to work locations solely for the purpose of observation of the worksite, not involving discussion with employees, may be granted with reasonable advance notice with an appropriate escort. On occasion the representative may need to talk confidentially with the employee or take confidential notes. Under these circumstances, management agrees, if requested by the representative, to ensure reasonable physical separation between the escort, the representative and the employee. However, for legitimate business-related reasons, the representative may be required to take notes or communicate with the employee at an alternate location.

## 2.03 Access to Employees

A. CCPOA representatives shall be allowed access to Unit 6 employees while they attend their respective Academies (during the cadets' duty time) for up to two (2) hours during the first week of each Academy cycle. CCPOA will provide the State the names of representatives who will be meeting with the new employees one (1) week in advance of the meeting. The time of this access shall be mutually agreed to between CCPOA representatives and the Academy Administrator or his or her designee and will fall within normal orientation hours. Academy staff has the right to be present during the presentation, except that he/she/they may be asked to leave by the CCPOA representative for a short period of time (generally fifteen minutes) and he/she/they shall do so. The local CCPOA presenter shall provide the local administration with a pre-planned agenda prior to the orientation. The local administration shall be notified of any changes in the agenda prior to those changes taking place.

B. CCPOA representatives shall be allowed access to off-duty employees while at the Academy at a time mutually agreed upon by CCPOA and the Academy Administrator or his or her designee. CCPOA will provide the State with the names of representatives who will be meeting with the new employees one (1) week in advance of the meeting.

C. The State shall provide CCPOA a schedule of when each new Academy cycle begins at least one (1) month prior to the beginning of each cycle.

D. At the beginning of each new Academy cycle, the State shall provide CCPOA with a complete roster of the names and work locations of each new employee entering Bargaining Unit 6.

E. Each CCPOA local Chief Job Steward and designee will have two (2) hours of access to employees during the employee's orientation at each facility, office, or other places of employment. The local management and CCPOA will meet to

pick a specific designated time during this orientation for the CCPOA presentation.

F. Membership Packets and MOU: During both the Academy presentation and the orientation mentioned in paragraph E. above, CCPOA may provide each new employee with a CalHR approved packet of CCPOA information and a copy of the Unit 6 MOU. CalHR approval of said packet of information shall not be arbitrarily or capriciously withheld.

G. The State shall provide CCPOA adequate meeting space and access to audio/video equipment where available at the place the new employees are assembled for orientation.

H. The existing practice by which the State employer and federal court, on the one hand, and the union, on the other, provide one (1) hour of joint training (against any "code of silence") to each Academy class shall continue. The State employer shall continue to endeavor to have such training early in the Academy process and before any other ethics training.

Both the State employer and the union shall continue to bear its own respective costs for providing such joint training.

Such training shall not come out of the union's allotment of time described in sub-section A above.

## 2.04 Use of State Facilities

The State will permit use of certain State facilities for CCPOA meetings, subject to the operating needs of the State and the availability of appropriate space. Requests for use of such State facilities shall be made in advance to the Warden/Superintendent/Regional Administrator or designee. When required in advance, CCPOA shall reimburse the State for additional expenses such as security, maintenance and facility management costs, or utilities, incurred as a result of CCPOA's use of such state facilities. Such costs shall not exceed those uniformly applied to other users.

## 2.05 Bulletin Boards

A. CCPOA shall have access to employee organization bulletin boards at all work facilities to post materials related to CCPOA activities. Any materials posted must be dated and initialed by the CCPOA representative(s) responsible for the posting, and a copy of all materials posted must be distributed to the Appointing Authority, camp commander, facility head, or unit supervisor at the time of posting.

B. Where state-owned employee organization bulletin boards exist, the Department shall provide reasonable bulletin board space for the exclusive use of CCPOA; or as an alternative, at its expense, CCPOA may provide at each camp or facility one or more (as described and limited in paragraph J.), with optional cover and lock, not to exceed 36" x 48" in size, and to be placed as described in paragraphs K.

and L. Installation will be by the Department. In those cases where the bulletin board is provided with a lock, the Appointing Authority, camp commander, facility head, or unit supervisor shall be provided, at CCPOA's expense, two (2) keys to the lock. Such keys will not be used except in case of a safety hazard, or in violation of a no-strike provision or as such in paragraph E. herein; even in such instances the key shall not be used without a reasonable effort to have a CCPOA representative present. Any CCPOA bulletin board shall be installed in a location consistent with institutional safety, security and operational needs.

C. If bulletin boards in a snack bar exist at facilities beyond those described below, CCPOA shall only be entitled to share such boards and have reasonable space on such boards.

D. Nothing in this Article shall be construed to require the State to move or remove existing employee or management bulletin boards from their present locations.

E. CCPOA agrees that nothing illegal or which threatens the safety or security of the facility, or which is of racist, sexist, obscene, defamatory (material which not only impugns the character or reputation of the subject, but is also false) or of a partisan/political nature shall be posted.

F. Materials posted by an employee of the State shall be posted on the employee's own time.

G. Should CCPOA decide to place an exclusive bulletin board in a parole facility, size and location shall be reasonably determined by local administration and board size shall be no more than 2 feet by 3 feet.

H. Size and location of exclusive boards in new facilities shall reasonably be determined by local administration after consultation with CCPOA and the board size shall be no more than 3 feet by 4 feet.

I. When CCPOA has a local concern over the number of bulletin boards, the Appointing Authority, camp commander, facility head, or unit supervisor and the CCPOA Chapter Chief Job Steward shall meet to determine locations of the bulletin boards.

J. The number of bulletin boards and locations at each institution will remain the same. Any alterations of existing practices must be locally negotiated and agreed upon by both sides.

K. CCPOA is allowed one (1) bulletin board in each Unit 6 parole office, facility, and camp.

L. As new institutions, facilities, camps or offices are opened, the Appointing Authority, camp commander, facility head, or unit supervisor, and the CCPOA Chapter Chief Job Steward shall meet to determine the locations of the bulletin boards at that institution, facility, camp or office.

M. CCPOA may add a literature distribution box and/or mail box under each of the CCPOA bulletin boards, if it so chooses.

N. This section shall be administered in accordance with Arbitrator Bonnie Bogue's decision on Case No. 39596-63a dated December 5, 1996.

**2.06 Chief Job Steward Assignment**

A. Chief Job Stewards shall be given an assignment in accordance with DAI/DJJ post and bid/post assignment by seniority sections of this MOU. This shall exclude Chief Job Stewards' positions at camps.

B. There shall be no more than two (2) Chief Job Stewards for the MTAs employed within each DSH Mental Health Unit. The Chief Job Steward(s) shall be placed in a second watch position with Saturdays and Sundays off, where possible, if the steward so requests.

C. In the DAI and DJJ camps, CCPOA shall designate one (1) Chief Job Steward of DAI Camps (North), one (1) of DAI Camps (Central), one (1) of DAI Camps (South), one (1) of the Southern California Women's Facility (SCWF) and one (1) DJJ Camps (statewide).

**2.07 Stewards' Rights**

A. The State recognizes and agrees to deal with designated stewards or staff of CCPOA on all matters relating to the administration of this MOU.
A written list of CCPOA stewards, broken down by department and designated area of primary responsibility, shall be furnished to the State immediately after their designation and CCPOA shall notify the State promptly of any changes of such stewards. CCPOA stewards shall not be recognized by the State until such lists or changes thereto are received. A CCPOA steward's "area of responsibility" means institution, office or building. However, the parties recognize that it may be necessary for CCPOA to assign a steward responsibility for several small offices or buildings within a close proximity.

B. Upon request of an employee, or on behalf of a CCPOA-filed grievance, a CCPOA steward may:

1. Investigate an employee grievance, including health and safety grievances, and assist in its presentation, provided it is in the steward's department and designated area of primary responsibility;

2. Provide representation of an employee at an interrogation, fact-finding, investigatory interview, or similarly-purposed discussion which has as its purpose the gathering of facts to support adverse actions;

3. Provide representation on E.E.O. complaints, disputes over modified duties/reasonable accommodation, and "return-to-work" hearings;

4. Provide representation at shooting review boards or as allowed by the Peace Officers' Bill of Rights;

5. Participate in meetings with local management including local Meet and Confer sessions as may be delegated and required by this MOU.

C. The steward shall be allowed reasonable time for the purpose of representing employees during working hours without loss of compensation, subject to prior notification and approval by the steward's immediate supervisor. The grievant's immediate supervisor may temporarily deny access to any CCPOA steward for operational necessity. Supervisors shall not unreasonably withhold time off or deny access for purposes of grievance preparation. Investigation of a grievance or adverse action shall not interfere with the work of other employees.

D. Employees shall be entitled to reasonable time off without loss of compensation to confer with a CCPOA representative on representational matters at the work location in accordance with subsection B. above during work hours, subject to approval of the employee's supervisor.

E. Pursuant to Government Code 3303(i), the representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the Peace Officer under investigation for non-criminal matters.

**2.08 Use of State Telephones**

A. CCPOA representatives and job stewards shall be permitted reasonable access to State telephones to make calls for CCPOA representation purposes; provided, however, that such access to State telephones shall not result in any additional costs to the State, nor shall it interfere with the conduct of State business.

B. Personally owned cellular telephones and paging devices will only be allowed within the security areas of institutions/facilities upon Appointing Authority approval.

**2.09 Questionnaires**

It is the intent of the State employer that all management questionnaires originated by the DAI and/or DJJ not infringe upon the rights afforded to CCPOA under the Ralph C. Dills Act. Copies of all management questionnaires directed toward employees and originated by the departments shall be furnished to CCPOA one (1) week prior to questionnaires being distributed to employees. The State shall also furnish CCPOA, within a reasonable time frame, a copy of all published findings from said study.

**2.10 Representation on Committees**

A. If a management-initiated committee has Unit 6 employees participating on said committees or in its meetings, and/or the committee is developing a plan or policy on issues within the scope of representation, CCPOA shall be provided a seat on the committee. The work of said committee shall not be in any way construed as "Meet and Confer" as defined under the Ralph C. Dills Act. A copy of official minutes, when taken, of said committee meetings shall be provided to the CCPOA representative on the committee.

The Executive Use of Force Review Committee will be reconfigured into two separate segments: **Segment One** will be conducted by Executive Management and designated staff who will review all use of force incidents. **Segment Two** (which will occur after and separate from Segment One) will be an after-action review that will be the same day or the next day attended by the same executive management that conducted Segment One, as well as a CCPOA representative. The after-action review team will review use of force cases to identify related issues, including, but not limited to, possible trends that may indicate a need for additional training and/or misunderstanding of policies.

B. Only CCPOA's headquarters may negotiate or designate someone to negotiate any issue, whether statewide or local, under the Meet and Confer sections of the Ralph C. Dills Act or this Agreement.

C. The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits covered by this Agreement or within CCPOA's scope of representation unless such action is with CCPOA's written concurrence.

### 2.11 Union Activity Related to Collective Bargaining

A. The State shall annually provide the amount of release time to CCPOA for activity related to collective bargaining pursuant to the parties' agreement of December 11, 2001.

B. The CalHR and CCPOA shall meet annually in advance of the time when the union activity will be conducted to determine the allocation of time between departments which employ Unit 6 employees.

### 2.12 Printing Contract

The State will reimburse CCPOA for the actual cost of printing the MOU up to the agreed upon amount. CCPOA will provide the State with a reasonable number of printed contracts.

## ARTICLE III
## ORGANIZATIONAL SECURITY

### 3.01 Dues Deduction

A. It is the intent of this section to provide for payroll deductions of CCPOA members in Unit 6, relative to dues and insurance programs. CCPOA dues, regular and general assessments, and other membership benefit deductions properly and lawfully authorized will be deducted by the State from the salary of each employee in an amount specified by CCPOA and in accordance with State Controller's Office administrative policies and procedures and transmitted to CCPOA. Amounts deducted shall be set by CCPOA and changed by the State upon written request of CCPOA. CCPOA agrees to pay charges for service in accordance with

State Controller's Office administrative procedures. The State agrees to provide prior notification of State Controller's Office service rate changes to the CCPOA.

B. The written authorization for CCPOA dues deductions shall remain in full force and effect during the life of this MOU.

C. CCPOA hereby agrees in consideration of forbearance by the State Controller, at the request of CCPOA of the Controller's right to require a waiver from State employees of any liability for inadvertence or error, as a condition of making payroll deductions for payment to CCPOA pursuant to the Government Code Sections 1151 and 1152, and of benefits accruing to CCPOA, as a result of such forbearance. CCPOA hereby agrees to hold the State of California, the State Controller and his/her employees harmless from liability for any errors in withholding or transmitting payroll deduction monies for CCPOA except for liability to CCPOA for monies actually withheld, but not transmitted.

### 3.02 Agency Shop

Since CCPOA has certified that it has a CCPOA membership of at least fifty percent (50%) of the total number of full-time employees in Unit 6, CCPOA is allowed to collect a "fair share" fee from non-CCPOA members who are employees in Bargaining Unit 6.

The fair share shall operate in accordance with the following:

A. The State employer agrees to deduct and transmit to CCPOA all deductions authorized on a form provided by CCPOA, and pursuant to Government Code Section 3515.7, to deduct and transmit to CCPOA all fair share fees from State employees in Unit 6 who do not elect to become members of CCPOA. The State employer agrees to deduct and transmit all deductions and fair share fees during the life of this MOU and after the expiration of this MOU until (1) a successor agreement is reached, or (2) implementation of the State's last, best and final offer after negotiations, whichever comes first. The State shall deduct and transmit fair share fees effective with the first pay period following ratification of this MOU. Such authorized dues deductions and fair share fees shall be remitted monthly to CCPOA along with an adequate itemized record of deductions. CCPOA shall pay any reasonable costs incurred by the State Controller. The State employer shall not be liable in any action brought by a State employee seeking recovery of, or damages for, improper use or calculation of fair share fees and CCPOA agrees to hold the state employer harmless for any such action.

B. Any employee may withdraw from CCPOA by sending a signed withdrawal letter to CCPOA with a copy to the State Controller. Employees who withdraw from CCPOA shall be subject to paying a CCPOA fair share fee as provided above.

C. The amount of membership dues and fair share fees shall be set by CCPOA and changed by the State upon written notice from CCPOA. CCPOA agrees to notice all affected employees any time there is a change in membership dues or fair share fees.

D. CCPOA agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its checkoff for CCPOA deductions.

E. Pursuant to Government Code Section 3515.7(c), any employee who is a member of a religious body whose traditional tenet or teachings include objections to joining or financially supporting employee organizations shall not be required to financially support CCPOA. That employee, in lieu of a membership fee or fair share fee deduction, shall instruct the State employer, via a means prescribed by the State Controller, to deduct and pay sums equal to the fair share fee to a non-religious, non-labor organization, charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.

F. If an employee who holds conscientious objections pursuant to this item requests individual representation in a grievance, arbitration, or administrative hearing from CCPOA, CCPOA may charge the employee for the reasonable costs of such representation.

G. An employee who pays a fair share fee shall be entitled to fair and impartial representation by CCPOA. A breach of this duty shall be deemed to have occurred if CCPOA's conduct in representation is arbitrary, discriminatory or in bad faith.

H. CCPOA agrees to keep an adequate record of its financial transactions and shall make available annually, to the Public Employment Relations Board (PERB) and to employees in Unit 6 within ninety (90) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by the president and treasurer or comparable officers of CCPOA. In the event of failure to comply with this section, the State employer or any employee in Unit 6 may petition the PERB for an order compelling compliance.

I. CCPOA agrees to annually notify any state employee who pays a fair share fee of his or her right to demand and receive from CCPOA a return of any part of that fee paid by him or her which represents the employee's traditional pro rata share of expenditures by CCPOA that is either in aid of activities or causes of a partisan, political, or ideological nature only incidentally related to the employee's terms and conditions of employment, or applied toward the cost of any other benefits available only to members of CCPOA.

J. A fair share form of organizational security enacted pursuant to this article may be rescinded by a majority of those votes cast, rather than a majority of members of the unit, provided that: (a) a request for such a vote is supported by a petition containing the signatures of at least thirty percent (30%) of the permanent full-time employees in the unit; (b) the vote is by secret ballot; and, (c) the vote may be taken at any time during the term of this MOU. If the PERB determines that the appropriate number of signatures has been collected, it shall conduct the vote in a manner which it shall prescribe.

K. No provision of this article shall be subject to the grievance and arbitration procedure contained in this MOU.

L. Should a majority of employees in Unit 6 rescind the fair share form of organizational security of this MOU, all employees who are, or voluntarily become, members of CCPOA shall remain members of CCPOA, except that a maintenance of membership provision shall not apply to any employee who within thirty (30) days prior to the expiration of the MOU withdraws from CCPOA by sending a signed withdrawal letter to CCPOA with a copy to the State Controller.

## ARTICLE IV
## STATE'S RIGHTS

### 4.01 Management Rights

A. Except as expressly abridged by any provision of this Agreement, the State and the Departments reserve and retain all of their normal and inherent rights with respect to management of their affairs in all respects in accordance with their responsibilities, whether exercised or not, including, but not limited to, the rights to determine and, from time to time, to redetermine the number, location, and type of work forces, facilities, operations, and the methods, processes and equipment to be employed; the scope of services to be performed, the method of service, assignment of duties, and the schedule of work time and work hours, including overtime; to contract and sub-contract existing and future work; to discontinue conduct of their mission or operations in whole or in part; to determine whether and to what extent the work required in their operations shall be performed by employees covered by this Agreement; to transfer work from or to, either in whole or in part, any of the work forces or facilities and locations; to determine the number, types and classification of positions or employees assigned to program or project unit; to establish and change work schedules, assignments and facilities locations; to hire, transfer, promote and demote employees; to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to suspend, discharge or discipline employees; to alter, discontinue or vary past practices and otherwise to take such measures as the employer may determine to be necessary for the orderly, efficient and economical operation of CDCR.

B. The State has the sole authority to determine the purpose, mission and title of the Departments and the amount and allocations of the budget.

### 4.02 Employee Services

Employee services will continue unless eliminated or modified by management because of economic, program(s) or business-related reasons.

### 4.03 State-Owned Housing

The State employer shall provide CCPOA with reasonable notice if state-owned housing rates or utility rates are to be increased and shall Meet and Confer with CCPOA over such increases.

## ARTICLE V
## GENERAL PROVISIONS

### 5.01 No-Strike

A. During the term of this Agreement, neither CCPOA nor its agents or any Bargaining Unit 6 employee, for any reason, will authorize, institute, aid, condone

or engage in a work slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the State.

B. CCPOA agrees to notify all of its officers, stewards and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during an interruption which may be caused or initiated by others, and to encourage employees violating this section to return to work.

C. The State may discharge, suspend, demote or otherwise discipline any employee who violates this section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this section.

**5.02 Savings Clause**

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall Meet and Confer as soon as practical to renegotiate the invalidated provision(s).

**5.03 Protected Activity**

A. The State and the Union shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain or coerce employees because of their exercise of rights guaranteed by the Ralph C. Dills Act.

B. The State shall not impose or threaten to impose reprisals on the Union, to discriminate against the Union, or otherwise to interfere with, restrain, or coerce the Union because of the exercise of rights guaranteed to it by the Ralph C. Dills Act.

C. The requested remedy for alleged violations of this section shall be through the grievance and arbitration procedure contained in this MOU. Grievances alleging violations solely of this section may be filed directly at the second level of review no more than ninety (90) days from the occurrence giving rise to the grievance, or ninety (90) days from when the Union reasonably should have known about the alleged violation.

Grievances regarding this section may be appealed to arbitration following the third (departmental) level of review.

D. Should the grievance eventuate in arbitration, the Arbitrator's decision and award shall be final and binding on all the parties. The Arbitrator shall have full authority to grant any appropriate remedy, including, but not limited to, a remedy or award which a PERB Administrative Law Judge could grant.

**5.04 Copies of the Memorandum of Understanding**

A. CCPOA will print, at CCPOA expense, sufficient copies of this Memorandum of Understanding to supply a copy to each employee. CCPOA will bulk mail

sufficient copies to each institution, facility, camp and parole office at CCPOA expense.

B. Three (3) CCPOA Job Stewards at an institution with two hundred (200) or more Bargaining Unit 6 employees shall be given two (2) hours of "Official Business Time" on five (5) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. Three (3) CCPOA Job Stewards at an institution with less than two hundred (200) Bargaining Unit 6 employees shall be given two (2) hours of "Official Business Time" on three (3) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. One (1) CCPOA Job Steward or designee at each camp shall be given one (1) hour of "Official Business Time" on four (4) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. One (1) CCPOA Job Steward per parole region shall be given sixteen (16) hours of "Official Business Time" to travel throughout his/her region to distribute copies of the Memorandum of Understanding and answer questions regarding the contract.

C. The State employer may purchase copies of this Memorandum of Understanding from CCPOA at CCPOA's cost.

### 5.05 Quarterly Labor-Management Meetings

CDCR, CCPOA, CalHR and DSH agree to conduct quarterly labor/management meetings in order to discuss on-going labor relations issues and in order to maintain on-going communications and dialogue regarding but not limited to: contract administration, grievances and items of mutual interest to both parties or of concern to each party in general. Five (5) representatives from each side (five (5) union and five (5) management) shall participate in these meetings and shall include one (1) person each from the management and union's bargaining teams.

## ARTICLE VI
## GRIEVANCE AND ARBITRATION PROCEDURE

### 6.01 Purpose

A. This grievance procedure shall be used to process and resolve formal written grievances arising under this MOU and other employment-related formal written grievances.

B. The purposes of this procedure are:

1. To resolve formal written grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving formal written grievances promptly.

### 6.02 Definitions

A. A "contract grievance" is a dispute between CCPOA and the State, or a dispute of one (1) or more employees against the State, involving the interpretation, application or enforcement of the provisions of this MOU.

B. A “policy grievance” (a non-arbitrable grievance) is a dispute between one (1) or more employees against the State, or a dispute between CCPOA and the State involving subjects not covered by this agreement and not under the jurisdiction of the State Personnel Board (SPB). A policy grievance may be processed only to the Director’s level of this grievance procedure unless otherwise capped at a lower level in this agreement (e.g., LOIs/WIDs), and is not arbitrable.

C. A “health and safety” grievance will include, but not be limited to, such matters as:

1. Unsafe structural conditions;
2. Defective or unsafe mechanical equipment;
3. Defective or unsafe electrical;
4. Health and environmental hazards including, but not limited to, contained bio-hazard fluids;
5. Vector Control; and
6. Violation of acknowledged custodial rules or procedures which would constitute a danger of safety to the employee, worksite or the public. Health and safety grievances shall be filed directly at Step 2, the Appointing Authority’s level.

D. The following are merit system appeals under the jurisdiction of the SPB, and are not grievable or arbitrable under this MOU. Complainants or appellants are placed on notice that these following items should be appealed directly to SPB unless an initial departmental appeals process has been spelled out in the Youth Authority Administrative Manual (YAM) or the CDCR Departmental Operations Manual (DOM):

1. Exam appeals;
2. Adverse Action appeals (Government Code Section 19570, et seq.);
3. Merit complaints;
4. Whistle-blower complaints;
5. Equal Employment Opportunity complaints (see the YAM or DOM);
6. Appointment appeals;
7. Withholds from certification (background investigations).

E. As used in this procedure, the term “immediate supervisor” means the individual, identified by the Appointing Authority, who assigns, reviews and directs the work of an employee.

F. As used in this procedure, the term “party” means CCPOA, an employee or the State.

G. A “CCPOA representative” refers to an employee designated as a CCPOA steward or a paid staff representative.

H. Grievances shall be filed on a mutually negotiated grievance form provided by the State, and made readily accessible at each and every institution, facility, camp and parole office.

**6.03 Time Limits**

A. Each party involved in a formal written grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended. To be effective, time extension requests and responses must be in writing.

B. If there has been no mutually agreed-upon time extension, failure to respond to the grievance within the specified time frames shall allow the grievant to file a grievance at the next level. If this occurs, the higher level must respond to the grievance and may not return it to a lower level.

C. Where mass grievances are filed or arguably frivolous/redundant grievance activity is occurring, the State or CCPOA may temporarily freeze all grievance time frames and processing for those grievances alleged to be in this category. If the State is to invoke this section, the State shall contact CCPOA headquarters, prior to the freezing of the grievances, to arrange a meeting between the local CCPOA Chapter, CCPOA headquarters staff, institutional management staff, and departmental Labor Relations staff, to meet locally on these issues and/or problems associated with the frozen grievances. This shall occur prior to the grievances being unfrozen and the time frames reinstituted. Once this meeting has occurred, the State has fourteen (14) calendar days to respond to the grievances. This also applies to the mini-arb.

**6.04 Waiver of Steps**

A. The parties may mutually agree to waive the grievance procedure to the appropriate step for resolution.

B. Where the lower level is able to resolve the issue or issues grieved, the grievance can be redirected from the higher level to the lower level without the higher level answering the merits of the grievance, but the lower level shall answer within the time frames allowed for the higher level, upon receipt of an expedited transmittal. If the grievant is dissatisfied with the lower level response, the grievance can then be advanced to the next level above the higher level which should have responded to the grievance, with a copy to the initial higher level.

**6.05 Presentation**

At any step of the grievance procedure, CCPOA may request that the State representative hold a grievance conference. If the State representative agrees to hold a grievance conference and a grievance conference is scheduled, the grievant and the CCPOA representative may attend without loss of compensation. The grievance conference will not be scheduled on the grievant's RDO.

### 6.06 Employee Rights

Each employee retains all rights conferred by Section 3512, et seq., of the Ralph C. Dills Act.

### 6.07 Informal Discussion - Step 1

A. An employee grievance initially shall be discussed with the employee's involved supervisor within twenty-one (21) calendar days of the alleged violation or after knowledge of same reasonably should have been acquired. The involved supervisor shall render an immediate response, if possible, or within seven (7) calendar days if he/she requires further research.

B. If it is clear that the supervisor does not have the authority to grant the grievance, he/she must so state this fact to the grievant immediately on the appropriate worksheet. (See Appendix Item #1)

C. The involved supervisor's resolution of the grievance at Step 1 shall be non-precedential.

### 6.08 Formal Appeal - Step 2

A. If a grievance is not resolved at Step 1 to the satisfaction of the grievant, a formal grievance may be filed no later than within seven (7) calendar days of the decision at Step 1.

B. However, if a CCPOA grievance is not initiated at Step 1, the grievance must be filed within twenty-one (21) calendar days after the event or circumstances occasioning the grievance, or within twenty-one (21) calendar days of the alleged violation or after knowledge of same reasonably should have been acquired.

C. A formal grievance shall be initiated in writing on the mutually negotiated grievance form provided by the State, and shall be filed with the Appointing Authority or designee. Upon filing of the written grievance, the institution or parole region shall assign the grievance a number in accordance with Appendix Item #2.

D. If the grievance is not in the scope of authority of the Appointing Authority or designee to grant, the grievant's CCPOA Job Steward may file the grievance directly at Step 3 of the grievance process, unless the grievance alleges a violation of an MOU section which may be appealed to mini-arb pursuant to Section 6.13. These grievances may not be filed directly at the third level under any circumstances.

E. Prior to formally responding to the grievance, there shall be a grievance conference between the grievant (if not CCPOA), CCPOA and the Appointing Authority or designee, subject to the provisions of Sections 6.03 and 6.04. The Grievant will attend the grievance conference without loss of compensation and the grievance conference will not be scheduled on the grievant's RDO.

F. Within twenty-one (21) calendar days after receipt of the formal written grievance, the Appointing Authority or designee shall respond in writing to the grievance as the first level of response. Decisions at this level are considered nonprecedential.

G. Regardless of who files the grievance, a copy of the grievance and the response shall be mailed by the Appointing Authority or designee to the appropriate office of CCPOA and a copy hand delivered or mailed to the work address of the local CCPOA representative. The postmark date shall determine the date of the response.

H. This shall be the final level of review for any grievance involving the contents of a LOI or WID, the contents of a performance appraisal, an alleged POBR violation, and all Health and Safety grievances.

**6.09 Formal Appeal - Step 3**

A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the decision may be further appealed as follows:

1. If the grievance alleges a violation of a section of the MOU listed under Section 6.13, the grievance may be appealed to mini-arb under the rules and procedures specified in Section 6.13. This mini-arb shall be the only and final level of review for all such grievances.

2. If the grievance alleges a violation of any other section of the MOU which may be appealed beyond the second level, the grievance may be appealed to CDCR/DSH Department Director or Designee as follows:

a. Within twenty-one (21) calendar days of the receipt of the second level response, the grievant or CCPOA may appeal the decision to the Director of the Department or designee.

b. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated as third level of appeal shall respond in writing to the grievance, subject to the provisions of Sections 6.03 and 6.04.

c. This shall be the final level of review for all “policy” grievances in that they do not involve the interpretation, application or enforcement of the provisions of this MOU.

d. Regardless of who files the grievance, a copy of the grievance and said response shall be mailed by the Appointing Authority or designee to the appropriate office of CCPOA.

e. If the grievance alleges a violation of the following MOU Sections: 2.03, 2.04, 2.08, 2.09, 5.03, 7.04, 7.05, 7.06, 7.07, 9.03, 9.06, 9.09 (except G.), 10.02 (except D.), 10.08, 10.09, 10.18, 11.02, 11.03, 11.06, 12.04 (except G.), 12.06,14.05, 15.14, 16.02, 16.06, 17.03, 17.06, 17.07, 17.09, 17.10, 17.11 (except F.), 17.13, 17.14, 18.01, 19.01, 19.02, 19.03, 19.06, 20.01, 20.02, 21.01, 22.01, 22.02, 22.03, 24.01, 24.03, 24.07, 24.08, 25.01, 25.02, the grievance may be appealed directly to arbitration after the third level response. The

appeal to arbitration shall be made by sending a request for arbitration to the Director of the CalHR, or designee, within twenty-one (21) calendar days of the third level response. The arbitration shall be conducted in accordance with Section 6.11 of this article.

f. If sections of this MOU subject to arbitration after the third level and after the fourth level are appealed in the same grievance, the grievance shall be subject to arbitration after the fourth level response. Time frames for the third level shall be put in abeyance pending the fourth level response.

**6.10 Formal Appeal - Step 4**

A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within twenty-one (21) calendar days after receipt of the decision as follows:

If the grievance alleges a violation of any the following sections of the MOU: 1.01, 2.01, 2.02, 2.05, 2.06, 2.07, 2.10, 2.11, 2.12, 3.01, 4.01, 4.02, 4.03, 5.01, 5.02, 5.05, all sections in Article VI, 7.02, 8.01, 8.02, 8.05, 8.06, 8.07, 9.04, 9.05 D., 9.07, 9.08, 9.10, 9.13, 9.14, 9.15, 10.01 (except G.),10.06, 10.10, 10.11, 10.12, 10.13, 10.14, 10.17, 11.08, 11.11, 11.12, 12.01, 12.02, 12.03, 13.01, 13.02, 13.03, 13.10, 14.01, 14.03, 14.04, all sections in Article XV (except 15.03,15.04, 15.12, 15.18, 15.20), 16.03, 17.02, 17.12, 19.08, 20.05 except B, 21.02, 26.01 (except K.), 27.01, 27.02, 27.03, 27.05 the grievance must be appealed to the Director of the CalHR, or designee within twenty-one (21) calendar days after receipt of the decision at the third level. Within twenty-one (21) calendar days after receipt of the appealed grievance, the Director of CalHR or designee shall respond in writing to the grievance, subject to the provisions of Sections 6.03 and 6.04.

B. CalHR and CCPOA representatives agree to hold quarterly grievance settlement meetings to facilitate the resolution of specific grievances received at the fourth level.

C. In the event CalHR renders a grievance response at the fourth level that provides in whole, or in part, a remedy for the contract violation alleged in the grievance, and that remedy is not enforced or implemented in accordance with instructions or directives set forth in the grievance response, the union may compel the enforcement or implementation of the remedy by filing a petition for writ of mandate pursuant to Code of Civil Procedure Section 1085 in a court of competent jurisdiction. The union will be deemed to have exhausted all administrative remedies necessary to the pursuit of a writ of mandate upon providing notice to the CalHR of specific nature of the unenforced or unimplemented fourth level grievance remedy, and upon a showing that the remedy remains unenforced or unimplemented for a period of fifteen (15) days following the date of such notice. A court of competent jurisdiction may issue a writ or order compelling the enforcement or implementation of the remedy prescribed in the fourth level grievance response, and may also award costs and

attorneys fees upon a showing that there was no reasonable business justification for the delay or failure to implement or enforce the grievance remedy.

## 6.11 Arbitration

A. Only grievances which involve the interpretation, application or enforcement of the provisions of this MOU may be appealed to binding arbitration.

B. Pursuant to subparagraph A. above, if CCPOA is not satisfied with the decision rendered in Step 3 or in Step 4, only CCPOA may appeal the decision to binding arbitration. Such appeal shall be made by written demand within twenty-one (21) days to the Director of CalHR or designee. Only grievances which exclusively allege violations of those MOU sections listed in subsection 6.09 A (2) e. can be appealed to arbitration directly after the third level of response. CCPOA shall have one hundred eighty (180) calendar days after appealing the grievance to request in writing CalHR to strike for arbitrators. If the request to strike arbitrators is not made within one hundred eighty (180) calendar days, the grievance shall be considered withdrawn and CCPOA may not proceed to arbitration.

C. An expedited arbitration procedure shall be available in the following limited circumstances: in situations in which irreparable injury will result from threatened action by either party and for which there is no adequate remedy at law (e.g., backpay), the other party may request an expedited arbitration of the matter. The parties will exercise best efforts to secure an arbitrator, to have the arbitration (including arbitrating during non-business hours, e.g., on weekends and holidays) and to receive the decision (written or bench depending upon circumstances) prior to the threatened action or if the action has occurred, as soon as possible after the action. The parties may develop a list of arbitrators who commit to be available for these short-notice, expedited proceedings.

   Only grievances pursuant to subparagraph A. above may be so appealed. The arbitrator shall have the powers that normally exist including, but not limited to: (1) order the party initiating the grievance to abide by the time limits provided in this article or, (2) issue an order to the party proposing the action to temporarily defer the action. The arbitrator shall have the power to frame a decision, including those rendered under Section 27.01, provided it does not add to, delete, or alter any provisions of this MOU, or any agreements supplementary thereto, but shall limit the decision to the application and interpretation of its provisions.

D. The parties agree that they intend this arbitration clause to extend beyond the expiration of the MOU and continue until the implementation of a successor MOU or the implementation of the State's last, best and final offer after impasse. The State recognizes its obligation to maintain the terms of this MOU after expiration and before agreement on a new MOU or implementation of the State's last, best and final offer after impasse. Grievances filed during this period will retain the same level of arbitrability as during the life of this MOU.

## 6.12 Selection and Authority of Arbitrator

A. An impartial arbitrator shall be selected from a mutually agreed-upon standing panel of no less than twenty-one (21) arbitrators pre-selected by CalHR and CCPOA. Selection for a particular arbitration shall be made by alternately striking names from the list until one (1) name remains. Such remaining person shall be designated as the arbitrator. The first party to strike a name from the list shall be

picked by lot. The parties agree to meet following ratification of this MOU to develop an alternative rotational system for selecting arbitrators which may be implemented by mutual agreement. Within ninety (90) days of ratification of this MOU, the parties shall meet and increase the panel of arbitrators to twenty-one (21).

B. If at any time there are less than ten (10) mutually agreed upon arbitrators impaneled, then either party may unilaterally seek a list of five (5) arbitrators from the American Arbitration Association or the California Mediation and Conciliation Service. Selection for that given arbitration shall be made by alternately striking names from the list of five (5) until one (1) name remains. This person shall be designated as the arbitrator. The first party to strike names from the list shall be determined by lot.

C. The State and CCPOA will use arbitration procedures as described below unless agreed otherwise:

1. A requirement that the arbitrator selected render a written decision within sixty (60) calendar days of the conclusion of the hearing.

2. No post hearing briefs unless mutually agreed by the parties.

D. The decision of the arbitrator shall be final and binding.

E. The arbitrator shall have no authority to add to, delete, or alter any provisions of this MOU, or any agreements supplementary thereto, but shall limit the decision only to the application and interpretation of the provisions.

F. The Arbitrator shall have the authority to frame the issue if the parties cannot, or have a default of “Should the grievance be granted? If so, what is the remedy?”

**6.13 Mini-Arb**

A. Grievances exclusively alleging a violation of Sections: 5.04, 7.01, 7.03, 8.04, 9.01, 9.02, 9.05 (except D.), 10.01 G., 10.02 D., 10.07, 10.16, 11.01, 11.04, 11.05, 11.07, 11.10, 11.13, 12.05, 14.02, 14.06, 14.07, 15.03, 15.12 j., 16.01, 16.04, 17.01, 17.04, 17.05, 17.08, 17.11 F.,17.15,19.04, 19.05, 19.07, 20.05 B., 23.01, 24.02, 24.05, 24.06, 26.02, of this MOU, and where the grievance has not been resolved at the first or second levels of review. CCPOA may appeal the grievance to mini-arb which shall operate under the following rules:

1. The mini-arb shall be held at the local worksite or other mutually agreed upon location.

2. The arbitrator shall be selected from the list of arbitrators agreed upon by the parties.

3. The arbitrator shall review and decide multiple grievances at a time. The mini-arbs will be held at least quarterly, as necessary, or when no less than eight (8) grievances under this section are pending review.

4. Only the grievant, and his/her local CCPOA Job Steward and no more than two (2) local management representatives may appear before the arbitrator

to make an oral presentation. The arbitrator shall make his or her decision solely on the written record in the grievance, the grievance response(s), and any oral presentation made at the arbitration proceeding.

The presentations shall be time-limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions. Labor Relations Representatives may represent the State on one (1) grievance in a twelve (12) month period. CCPOA Field Representatives may represent one (1) grievance in a twelve (12) month period. CCPOA Rank and File Vice-Presidents and the CCPOA Executive Vice-President may represent the grievant on an occasional basis related to specific need. If the use of CCPOA Rank and File Vice-Presidents or the CCPOA Executive Vice-President becomes excessive, this issue will be addressed by the Mini-Arbitration Committee.

5. The CCPOA Job Steward and the grievant(s) will attend the arbitration proceeding without loss of compensation. Upon giving reasonable advance notice, but no less than fourteen (14) days, the State shall accommodate a shift change request from a grievant and/or a representative who is scheduled to work first or third watch on the day of the mini-arb.

6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.

7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this MOU, or any agreements supplementary thereto, but shall limit the decision to the application of the MOU to the facts and circumstances at hand.

8. The cost of the mini-arb shall be borne by the loser of each case. Should there be a dispute as to who “lost” the case, the arbitrator shall have the authority to apportion the costs.

9. The State and CCPOA agree that no attorneys shall be used in this mini-arb process. This includes anyone who has graduated from law school, except the grievant.

10. The parties are limited at the mini-arb to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process. Supporting documents may be added after the second level response if said documents are obtained as a result of a written information request submitted prior to the second level response. At the conclusion of the second level grievance conference, for any grievance which has the potential of going to min-arb, the grievance package, including any supporting documentation, will be lettered, i.e., the first page is lettered “A”, the second “B”, etc. The parties will initial the last page.

11. If during the second level grievance conference either party requests an extension of the second level response time limits to investigate the grievance, the parties will recess the grievance conference. If the grievance conference is recessed, the parties will sign a written waiver form recessing the grievance conference and establishing a date to continue the grievance conference. Time extensions are limited to one (1) and may not exceed fourteen (14) calendar days. If the State refuses to recess the grievance conference, then CCPOA shall have fourteen (14) calendar days to issue a rebuttal to the second level grievance response. This rebuttal shall become part of the grievance package forwarded to the mini-arb. If CCPOA refuses to recess the grievance conference, then CCPOA shall not be allowed to rebut the second level grievance response.

12. If the grievance alleges violations of contract sections that are subject to the mini-arb process and contract sections that are not subject to the mini-arb process, the grievant must choose between either: (1) dropping all of the contract sections subject to the mini-arb process and pursuing through the normal grievance process the contract sections not subject to the mini-arb process, or (2) dropping all of the contract sections not subject to the mini-arb process and pursuing the grievance through the mini-arb process. The grievant must make this choice after the second level response.

13. When the decision is made by CCPOA to take the grievance to mini-arb, the parties at the local level will meet and number the pages of the grievance package, 1 of however many pages, 2 of however many pages, etc. The parties will initial the last page.

14. If the second level grievance response contains or relies in part on information that was never discussed or raised in the second level grievance conference, CCPOA shall have fourteen (14) calendar days in which to add a rebuttal to the grievance package.

B. By mutual agreement between CalHR and CCPOA, grievances involving interpretations of other sections of the MOU not listed above may be referred to this process.

C. The Mini-Arbitration Committee established January 2, 1998, will continue to meet on an as-needed basis.

D. The mini-arb shall be requested by CCPOA sending a letter and the grievance package to the CDCR, Labor Relations Office within sixty (60) calendar days of the second level response. The Mini-Arbitration Committee may change the language of this paragraph D., if necessary.

### 6.14 Arbitration Costs (Except Mini-Arb)

The cost of regular arbitration shall be shared equally between the parties.

### 6.15 CDCR Decision/Settlement Implementation

A. Whenever CalHR receives an arbitration decision, or issues a decision or enters into a settlement agreement of a 4th level grievance which provides a remedy in part or whole, and will require an action(s) by CDCR, CalHR shall provide CDCR with the decision. This decision will include a summary that clearly articulates the necessary remedies to be implemented by CDCR for full compliance with the decision.

B. This summary will include whether the decision/settlement represents a department wide remedy, or a local issue remedy only. The information will be provided directly to the CDCR Chief, Labor Relations Branch (LRB), who will be responsible to notify the respective Chief Deputy Director(s), the Director, and all affected parties to the decision rendered. CalHR decisions relevant to remedy of a 4th Level grievance shall carry the full force and weight of Binding Arbitration. CCPOA, at their discretion, may present such decision/settlement to a competent court of law for confirmation.

C. Upon receipt of an arbitration or 4th Level grievance decision/settlement which provides a remedy in part or whole, the LRB Chief or designee, acting for the Director, will be responsible to prepare a notification of action necessary to implement the arbitration or grievance remedy. This notice will be recorded at the LRB and sent to the appointing authority of the area(s) affected by the decision. The appointing authority(s) will be required to provide the LRB with confirmation of receipt of the notice. Confirmation shall be sent within two (2) working days of receipt of notice.

D. The affected appointing authority shall be responsible to implement the necessary actions as detailed by the LRB on behalf of the Director. The appointing authority shall be responsible to provide the Director, via the LRB, confirmation that all required actions have been implemented to satisfy the arbitration or decision/settlement. This notification shall be transmitted to the LRB no later than ten (10) working days from receipt of the initial notification. If, based upon complexity of the issues, completion of all necessary actions are not attainable in this time frame the appointing authority shall be required to submit a notice to the LRB, detailing what action have completed and a time table to achieve full compliance with the decision.

## ARTICLE VII
## HEALTH AND SAFETY

### 7.01 Health and Safety Committee

A. The State shall attempt to provide a reasonably safe and healthy work environment for State employees. CCPOA acknowledges the need to work with management towards this effort, as do all State employees.

B. Recognizing this responsibility the parties agree to establish a Health and Safety Committee at each institution and where appropriate, each parole region and camp.

C. Each Health and Safety Committee shall consist of at least one (1) member from CCPOA at each institution/facility, or when appropriate, parole region or camp.

D. Any employee designated by CCPOA as representative to the Health and Safety Committee shall suffer no loss of regular pay as a result of attendance at such meetings; however, no overtime compensation will be paid. Normally, meetings will be scheduled Monday through Friday, between the hours of 8 a.m. to 5 p.m.

E. Meetings of the Health and Safety Committee shall be held a minimum of once each quarter, with a goal of meeting once each month, upon receipt of written agenda items from any committee member. Agenda items shall be delivered or mailed, at least five (5) days prior to the meeting day, to the Warden/Superintendent/DAI CDCR Associate Director, or his/her designee.

F. The Warden/Superintendent/CDCR Associate Director, or his/her designee shall serve as chairperson of the Health and Safety Committee, and be responsible for scheduling meeting dates, times, and locations.

G. The Health and Safety Committee shall meet, identify and discuss safety issues, make recommendations, promote safety and encourage all employees to be more safety conscious. Security is an appropriate topic of discussion if it impacts on employee safety.

H. It is understood that references to safety and health conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties. It is not the intent of this section to prevent full discussion of proposed remedies to any safety hazard or risk which is an ordinary characteristic of the work or is ordinarily associated with the performance of an employee's responsibilities and duties. This shall include the opportunity of either party to discuss those Health and Safety issues which cite concerns other than a clear and present danger.

I. If minutes of the Safety Committee meeting are taken, a copy shall be provided to the CCPOA representative on the Committee.

J. The State shall familiarize all members of the Health and Safety Committee with SB-198.

**7.02 Emergency Care**

A. Whenever an employee receives an on-the-job injury, or becomes seriously ill and requires immediate attention, the employer shall make his/her best efforts to immediately obtain or provide appropriate first-aid or medical care. If immediate hospitalization is required, the State shall take the employee to the nearest hospital facility which is able to render the appropriate treatment and care in the most expeditious means available.

B. The gathering of evidence shall not take precedence over the provision of prompt medical treatment for the employee.

C. At each facility there will be a staff person on duty at all times who is authorized to call for an ambulance where necessary for emergency medical reasons.

D. Where procedures are not currently so established, each State facility shall establish procedures for the prompt evacuation and/or transportation of injured employees. The State agrees to work with CCPOA through local Health and Safety Committees in the development or review of contingency plans or procedures for providing emergency care, particularly in those locales where ambulance service is not readily available for the institution.

E. Each institution, facility or camp shall maintain at least one (1) vehicle in good operating condition for the purpose of transporting injured employees if necessary.

F. If circumstances permit, the employee's personal choice of physician or medical facility will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job.

G. The Chief Job Steward, or designee, shall be notified when an employee suffers a job related injury or illness (precipitated by a inmate/ward such as an assault, infectious disease) that requires the employee to be examined by departmental medical staff, or necessitates the employee to leave the institution for treatment. This would also include injury or illness from biohazard exposure, malfunction of and/or structural deficiencies.

**7.03 Report of Injury**

A. At all times, supervisors of all employees must complete the appropriate "Report of Injury" form within twenty-four (24) hours of being notified that a work-related accident has resulted in physical injury to any employee. The supervisor shall provide the employee with a copy of the completed Report of Injury form.

B. Any injury suffered by an employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor as soon as conditions permit.

C. It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

**7.04 Referral of Staff Assaults**

A. With the consent of the employee, the Department shall take pictures, as soon as is reasonably possible, of all visible staff injuries which are the result of a ward/inmate assault and/or battery. The photographs will be included as part of the incident file. The incident file will be maintained by the institution S&I, ISU, DDMS investigative unit.

B. The departments shall report each staff assault to the local CCPOA Chief Job Steward.

C. The departments shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on a Bargaining Unit 6 employee to the appropriate prosecuting authority.

D. Each Hiring Authority shall have a joint labor/management committee that shall review all staff assaults. A primary purpose of said committee shall be to review the circumstances surrounding each staff assault and determine whether steps can be taken to reduce the number of assaults. The committee shall be distinct from any "use of force" committees. The committee shall meet on a regular basis to ensure that all assaults are reviewed within thirty (30) days of occurrence.

E. Within forty (40) days after ratification of this MOU, CDCR shall send CCPOA each and every agreement, "memorandum of understanding," or the like between any CDCR institution or facility and any District Attorney/prosecuting authority in the state of California involving or dealing with the referrals described above in Section C. Any amendments to such agreements or any new agreements shall be provided to CCPOA within thirty (30) days of such agreement(s) being readied.

**7.05 Safety Equipment (Institutions and Camps)**

A. The State is committed to providing Peace Officer protective and safety equipment for the personal protection of its employees, taking into consideration the various work environments and the inherent risks of various job assignments.

B. The State shall determine the protective equipment and/or clothing to be issued, by employee class and job assignment. Protective equipment may include such items as: department-issued badges, handguns, holsters, handcuffs, handcuff cases, handcuff keys, batons, chemical agents, riot helmets, gas masks, personal alarm devices and CPR masks. For camps, it may include nomex and helmets.

C. DJJ shall issue a personal alarm device to each DJJ Correctional Peace Officer assigned to institutions. DJJ shall issue chemical agents and handcuffs and handcuff keys to each member of the security staff as defined by management. Additionally, the DJJ shall issue chemical agents and handcuffs to all Youth Correctional Counselors.

D. The departments shall issue handcuffs and handcuff keys to those on-duty Peace Officers in designated positions requiring regular and frequent inmate contact and control responsibilities. As an alternative, the handcuffs shall at least be available in close proximity.

E. All ammunition issued to employees shall be in appropriate ammunition pouches for purposes of access and safety.

F. The DAI shall continue providing personal alarm device systems for various employees.

G. Batons:

1. DAI

a. Each DAI CO shall receive two (2) hours annual training in the use and certification of a baton, as well as two (2) hours annual

proficiency training, except for those assigned to camps, community correctional facilities, and parole regions.

b. The description, use, training, reporting requirements and authorization relating to batons shall comply with the provisions specified in the Department Operations Manual, beginning with Section 55050.18.1, and Administrative Bulletin 89/01.

c. In all facilities, the baton is authorized for routine issue to COs assigned to Administrative Segregation Units, Security Housing Units, Crisis Response Teams (CRT), Security Squads, Transportation Teams, Search and Escort positions, Escape Pursuit Details, inmate living units (floor), yards, vocational/educational areas, Industries, Culinaries, Condemned Units, the correctional division at Patton State Hospital and any additional position deemed necessary by the Warden. Each Warden shall also designate secure areas for the location of batons for emergency response.

2. DJJ

a. DJJ shall provide training in the use and certification of a baton, as well as annual recertification training, for each uniformed Peace Officer assigned to a post designated for a baton.

b. DJJ shall issue a baton to all YCOs working the following positions:

1) Search and escort/transportation positions.

2) Members of tactical teams (TACT) when carrying out those duties of the team.

3) Any other armed position

H. DAI shall continue to install its new 800 MHz system in all institutions.

I. Protective Vests

1. Individually fitted protective vests shall be issued, maintained and replaced consistent with the manufacturers' directions/specifications and with CDCR vest policy.

2. Each employee issued a vest shall also be issued two (2) covers.

3. Protective vests need not be issued to COs whose duties do not normally require inmate contact.

4. If an employee is issued a protective vest, the employee shall be required to wear the vest while on duty. Failure to wear the vest on duty under the prescribed conditions may result in adverse action against the employee.

J. When the protective equipment is issued, the Peace Officer shall properly wear and maintain the equipment according to the State's policies and procedures. All Peace Officer protective equipment provided to employees shall remain the property of the State. Items lost or damaged due to negligence of the employee

shall be replaced by the employee at the employee's expense. Items which through normal wear and/or damage not due to the negligence of the employee, shall be replaced by the State.

K. Each Youth Correctional Counselor on post and actively supervising wards shall remain in visual, telephonic or radio contact with one other CO. Both parties agree that program areas covered by frequency modulated or ultrasonic personal alarm devices are exempt from the requirement unless local policy mandates otherwise. Existing policy at local facilities concerning Youth Correctional Counselor security equipment and ward supervision will remain intact.

### 7.06 Safety Equipment (Escapes and Escorts)

A. The State shall determine the protective and safety equipment to be issued to employees who are assigned to escape duty or escort/transportation duty. This equipment may include firearms, mechanical restraints, chemical restraints, communication devices, badges, distinguishable clothing, CPR masks, protective vests, batons and other equipment deemed necessary by the departments.

B. DJJ Transportation Officers and Dog Handlers shall also be issued firearms.

C. Transportation Officers escorting on out-of-state trips, and not in uniform, may purchase and use a belt badge during such trips.

D. DAI and DJJ vehicles dedicated for transportation of inmates/wards shall contain a radio or cellular telephone capable of communicating with the California Highway Patrol.

### 7.07 CDCR and DJJ Infectious Disease Control Plans

The parties agree to continue the Infectious Disease Control labor/management committees in order to update the Infectious Disease Plans for CDCR and DJJ. The State agrees to meet and confer over the impact of the changes on Unit 6 employees.

## ARTICLE VIII
## TRAINING AND CAREER DEVELOPMENT

### 8.01 Out-Service Training

A. The State employer agrees to reimburse employees for expenses incurred as a result of satisfactorily completing out-service training/education courses required and approved by the Department. Such reimbursement shall be limited to:

1. Tuition and/or registration fees;
2. Cost of course-required books;
3. Transportation or mileage expenses;
4. Toll and parking fees; and

5. Lodging and subsistence expenses.

Reimbursement for these expenses shall be in accordance with the Business and Travel Expense provision of this MOU.

B. If the State agrees with an employee's participation in non-required, career-related out-service training, the State employer shall reimburse the employee for up to fifty percent (50%) of tuition and course-required books, within institution/facility/region budgetary limitations. This reimbursement shall be made only after the employee has satisfactorily completed the training. Travel, per diem and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

C. An employee who does not satisfactorily complete a training course as in A. or B. above, shall not be eligible for reimbursement for expenses and shall agree to return any advance payment received.

D. An employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:

1. At the convenience of the State, provided that the employee has satisfactorily participated during the training; or,

2. Because of death, prolonged illness, disability or other similar eventuality beyond the control of the employee.

E. The parties agree that training on rape prevention and sexual harassment awareness are appropriate subjects for high priority consideration.

**8.02 Release Time for State Civil Service Examinations and Interviews**

A. Upon giving reasonable advance notice, but no less than two (2) days, to his/her supervisor, an employee otherwise qualified shall be permitted to participate in a State Civil Service Examination during the employee's work hours if the examination is scheduled during such a period.

The employee participating in a State Civil Service Examination shall be allowed no more than four (4) hours of official business time for travel. If he/she requires additional travel time, the employee will be allowed to use a reasonable amount of either, accrued vacation credits, CTO, PLP credits, or holiday time.

B. Upon giving reasonable advance notice, but no less than two (2) days the State shall accommodate a shift change request from an employee who is scheduled to work first watch on the day of the examination, or from an employee who is scheduled to work third watch the day before the examination and the examination is scheduled to begin earlier than 10 a.m.

C. Employment interviews for eligibles on employment lists shall be considered part of the examination process for purposes of this section; and shall also be entitled to the travel time provisions in paragraph A. above.

D. Upon giving reasonable advance notice, but no less than two (2) days, the State shall allow the employee to burn a reasonable amount of either accrued vacation

credits, CTO, PLP credits, or holiday credits to attend interviews for lateral transfers.

### 8.03 Joint Labor Management Apprenticeship Committee

Within ninety (90) days of ratification of the MOU, the parties agree to create a Joint Labor Management Committee, consisting of six (6) members, three (3) voting members from CCPOA and three (3) voting members from CDCR. The committee will establish the Joint Labor Management Apprenticeship Program.

The committee shall meet and come to agreement regarding a dispute resolution procedure.

Joint Labor Management Apprenticeship Committee meetings shall be held as needed, or at a minimum, quarterly.

There shall be no loss of compensation for CCPOA Committee members for time spent on the committee and the time spent shall be divided equally between Official Business time and RTB (i.e. every other meeting.)

### 8.04 Research Projects

By requesting through the Warden/Superintendent/Associate Director, and with the approval of the Department Director, an employee may use State facilities for the purpose of conducting research when the employee is pursuing continuing education credits, is involved in a research project, or is involved in other department-approved training. The employee shall provide a project outline indicating the purpose and scope of the project. The employee may request information as to whether or not the Department is conducting research on a specific subject matter. The use of State facilities shall not result in increased costs to the State nor shall the rights of clients, patients, inmates, wards, or students be compromised.

### 8.05 7k Training Program

All employees shall be provided with a minimum of fifty-two (52) hours of annual training. This training shall be either individual or group formalized, structured courses of instruction to acquire skills and knowledge for an employee's current or future job performance. The training shall be as required to contain measurable learning objectives that can be evaluated in a classroom setting or in structured on-the-job training.

The 52 hours of training is divided between forty (40) hours of Off-Post Training Sessions (OPTS) and twelve (12) hours of On the Job Training (OJT). Where appropriate, training will not result in additional hours of work during the work period. Normally, OPTS training will be provided during second watch work hours. Employees working other shifts shall be provided a minimum of a seven (7) day notice of the shift assignment change to attend required training, in accordance with Section 11.01, Shift and/or Assignment Changes.

### 8.06 Class B Driver's License

When CDCR/DSH determines that an employee needs to obtain a Class B vehicle license, the departments shall reimburse the employee for any deductible or fee that the employee may be charged by their physician for conducting the examination and providing the medical certification. Employees requiring a Class B vehicle license will incur no out-of-pocket expenses to obtain the license. Employees shall be allowed to take the examination on State release time without loss of compensation. The Department shall provide the appropriate vehicle for the Class B examination.

### 8.07 Personal Development Days (PDDs)

Bargaining Unit 6 employees will be provided two (2) personal development days (PDD) per calendar year without loss to the affected employees' compensation. Employees will receive 2 PDD days at the beginning of each calendar year thereafter.

Employees in non-posted positions are to use the PDDs for activities such as professional association activities, professional and/or personal development seminars, to promote professional and/or personal growth and to enhance professional and/or personal goals. These activities are at the employees' expense and therefore the choice of activity is at the employees' discretion.

Employees in posted positions will utilize PDDs before any other leave credits (i.e., vacation, holiday, sick leave, and furlough). BU 6 employees must use the 2 days within the calendar year they are granted.

The PDDs cannot be accumulated or cashed-out. Affected employees may request to use PDDs before using other types of leave and the days do not count as time worked for purposes of computing time off for overtime.

## ARTICLE IX
## GENERAL PERSONNEL

### 9.01 Probation and Annual Performance Reports

A. All performance reports shall be in writing and state whether or not the employee has been performing his/her duties successfully. An overall rating of satisfactory or higher shall be considered an indication of successful job performance. For reports utilizing numerical points, an overall average of two (2.0) or above shall be considered as successful job performance. There is to be no rounding.

   1. Probationary performance reports shall be completed every three months to keep the employee adequately informed of progress on the job and shall only cover the time since the previous report. The final probationary performance report may summarize the previously issued probationary performance reports.

   2. In DAI, annual performance reports shall be due on the employee's birth date, and only cover up to the immediate twelve (12) months prior to the due date of the report. If the employee's first annual performance report is

due less than three (3) months from completion of probation, the annual performance report will not need to be completed until the following calendar year, but will cover the entire period from the final probationary performance report.

3. In DJJ, the existing practice of Annual Performance Reports being due in the same month for all BU6 employees at each facility will continue.

B. While in the process of completing the annual performance report or a probationary report, the employee's supervisor shall personally meet with the employee to review the report, any notes, documents, or audits utilized in preparing the report. Nothing of a negative nature shall be mentioned in a performance report if the performance was not previously documented and discussed with the employee during the rating period. Unless an employee's performance was of a continuing nature or the instance was particularly egregious, a singular event shall not be the basis for a substandard rating. Generally, employees who correct their performance to satisfactory during the rating period should receive a standard or better rating.

C. Performance reports shall, as a general rule, be completed and issued to the employee no later than thirty (30) days after the due date of the report. At the time an employee signs his/her probationary or annual performance report, a copy will be provided to the employee.

D. The probationary period for all employees shall be one (1) year. PIEs must work twelve (12) calendar months and physically work a minimum of 1,680 hours in order to complete their probationary period.

E. Performance reports shall be maintained in an employee's official personnel file in accordance with each Department's retention schedule, at which time it shall be removed and given to the employee unless he/she requests that it be destroyed.

F. Lack of a current performance report shall not serve as the sole basis for denial of either a promotion or transfer.

### 9.02 Supervisory File

Except when a rejection on probation or an adverse action is being prepared, the notes and documents which were used in preparing the report, or which have time limitations which have lapsed, shall be removed from supervisory files upon expiration of the grievance time frame and given to the employee unless he/she requests that it be destroyed, this shall include any documents which are maintained electronically. Any reference to adverse actions should not be maintained in the supervisory file other than any reference to such in the most current performance report.

### 9.03 Location of, and Employee Access to, Files

A. There shall be only one (1) official personnel file and one (1) supervisory work file regarding each employee. An employee will have access to his/her personnel file, supervisory file, medical file, and training or IST file. Access to investigative files shall be pursuant to the *Bodiford* decision.

B. An employee may request an inspection of his/her official personnel file, by the employee or the employee's representative, at the employee's work location. The departments will endeavor to schedule such file reviews in conjunction with other business travel proximate to the employee's work location. For those personnel files maintained at a central location not in close proximity to the employee's worksite, the employee shall be provided a copy of the information contained in his/her file upon request. CCPOA may, upon request of the employee, send a representative to monitor the reproduction of the material.

C. Upon request, each employee shall be informed of the existence and location of any and all files, including electronic files pertaining to files in Section A. above, regarding said employee, and the employee or his/her representative shall have a right to inspect these files during regular office hours, unless deemed confidential.

D. The Department shall follow the guidelines established by the Public Information Act and Information Practices Act to insure the privacy of the employee is not violated.

E. Each employee's personnel file, supervisory file, and medical file, shall contain an inspection log. Any person reviewing the file shall sign and date the log, unless excluded by law.

F. The departments shall make best efforts to identify all existing employee files and to notice CCPOA of what files exist and where.

### 9.04 Access and/or Release of Employee Files to Nondepartmental Persons

Unless released pursuant to court order or subpoena, information in the employee's official personnel, training/IST, medical, citizens complaint and/or supervisory files is confidential, and will be available for inspection only to the employee, his designee, the department head, or his/her designee in connection with the proper administration of the department's affairs and/or supervision of the employee, and the employee shall be immediately informed of the service of a subpoena requesting release of information from his/her file, or of a court order effecting the same.

### 9.05 Letters of Instruction/Work Improvement Discussions

A. LOIs/WIDs shall contain a specified expiration date, not to exceed one (1) year from the date that management should have reasonably known of the incident resulting in the LOI/WID. A LOI/WID should be removed from all of the employee's files prior to its expiration date, provided that all requirements contained in the LOI/WID have been met. Upon the employee's request to the Appointing Authority or his/her designee, the LOI/WID shall be removed and given to the employee unless he/she requests that it be destroyed.

B. LOIs/WIDs shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from date of discovery of the incident that forms the basis for the LOI/WID. Unless special circumstances exist, LOIs/WIDs should not be written if the knowledge of the incident is more than thirty (30) days old.

C. In cases where departmental staff are investigating an employee in a situation in which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI. This will not prevent the parties from negotiating a formal adverse action down to an LOI/WID.

D. The parties agree that LOIs/WIDs (or similar documents regardless of title as discussed in subsection E below) are instructional and intended to improve job performance. Accordingly, LOIs/WIDs shall not be cited as charges in any adverse action. They may be used as supporting evidence by the State in a later disciplinary case, if the expiration date has not yet occurred, in order to show that the State has put the employee on notice about what is expected in the future.

The LOI/WID (or similar document) may only be cited in or submitted as support for a subsequent adverse action to prove the employee knew about a law, rule, policy or employer expectation. The document shall not be cited in a subsequent Notice of Adverse Action or admitted into evidence to prove prior misconduct (or a pattern of misconduct) leading to the adverse action.

E. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Report of Counseling, Letters of Contact, or Expectations of Work Performance memos. Such “minor” corrective memos are to be placed in the employee’s supervisory file, but not in the employee’s personnel file.

F. The employee shall have the right to submit a rebuttal to any LOI/WID, or any such comment referred to in subsection E. above. This rebuttal shall be attached to and shall accompany the LOI/WID.

G. Disputes concerning this section are adjudicated under the mini-arb section. However, a violation of section D. above is arbitrable under sections 6.11 and 6.12 and 6.11 C. in particular. The Arbitrator cannot in making his/her decision evaluate, review, or in any other manner involve the contents of the disputed document.

**9.06 Adverse Action and Citizen Complaint Documents**

A. Upon the employee’s written request, all official Notices of Adverse Action, all documentation leading to or supporting or proposing such action, and all SPB decisions rendered in such cases will be purged from the employee’s official personnel file(s) after three (3) years.

B. Upon the employee’s written request, all citizens’ complaints, reports and findings related to Penal Code Section 832.5 shall be purged from the Department’s files after a period of five (5) years.

**9.07 Out-of-Classification Assignments**

A. Notwithstanding Government Code Sections 905.2, 19818.8, an employee may be required to perform work other than that described in the specification for his/her classification for up to one hundred twenty (120) consecutive calendar days during a fiscal year.

B. Out-of-Class When Required

If a department head or designee requires an employee, in writing, to work in a higher classification for more than fifteen (15) calendar days, the employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed for that period in excess of fifteen (15) calendar days. If a department head or designee requires, in writing, an employee to work in a higher classification for thirty (30) consecutive calendar days or more, the employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed from the first day of the assignment. If the assignment to a higher classification is not terminated before it exceeds one hundred twenty (120) consecutive calendar days, the employee shall be entitled to receive the difference between his/her salary and the salary of the higher class at the same step the employee would receive if the employee were to be promoted to that class, for that period in excess of one hundred twenty (120) consecutive calendar days. The five percent (5%) differential shall not be considered as part of the base pay in computing the promotional step in the higher class.

C. Should any employee file suit against CCPOA seeking to declare this provision illegal, the State shall indemnify for any costs incurred in defending itself.

D. The State shall not rotate employees in and out of out-of-class assignments for the purpose of avoiding payment of an out-of-class differential.

E. It is not the State's intent to select employees for out-of-class assignments based on favoritism.

F. It is not the intent of either party to circumvent any certified hiring or promotional list, or the Merit System in general. Furthermore, whenever possible, the Appointing Authority shall choose employees for out-of-class appointments from the current hiring list for the particular job classification for which the employee is to be hired on an acting basis. If there is no appropriate current hiring list at the local facility or office complex, the State shall assign the out-of-class duty only to those employees who are qualified to take the examination for entry into that classification. Permanent employees who vacate positions to accept out-of-class assignments shall have a mandatory right of return to their former position and assignment, when possible, upon the conclusion of the out-of-class work.

G. Within ninety (90) days of ratification of this MOU, the State and CCPOA agree to meet and discuss regarding methods to provide timely payment of out-of-class.

**9.08 Classification Proposals**

The State agrees to notify CCPOA thirty (30) days in advance of classification proposals the State presents to SPB that impact employees in Unit 6. CCPOA agrees to notify the relevant department thirty (30) days in advance of classification proposals that CCPOA presents to SPB.

**9.09 Personnel Investigations**

A. An employee who is under investigation for an action or incident which is likely to result in formal adverse action shall be normally notified, at least twenty-four (24) hours prior to the investigative interview, simultaneously, in writing, of both the subject matter and his/her right to representation prior to any interrogation, fact-finding, investigatory interview, or shooting review board, or similarly-purposed discussion which has the potential of obtaining information which, if found to be true, could or is likely to result in formal adverse action. The employee will be given a reasonable opportunity to secure the representative of his/her choice.

B. If an employee is called to an investigatory interview and the employee reasonably believes the subject matter of the investigation is such that the employee could possibly receive discipline, the employee, at his or her request, shall be given a reasonable opportunity to secure a representative of his/her choice. In the event of an incident (shooting or use of force) that requires an immediate investigation by the Deadly Force Investigation Team (DFIT) or Office of Internal Affairs (OIA), the affected Hiring Authority will notify the appropriate local CCPOA representative as soon as possible of the incident and the activation of DFIT/OIA.

C. The employee will be provided with a copy of all documents and/or other investigatory material in accordance with the Public Safety Officers Procedural Bill of Rights (POBR) and any current or subsequent court decisions which impact or alter Government Code Section 3300, et seq.

D. Whenever a ward/inmate/parolee/patient files or submits a grievance, a 602 ("Inmate Appeal"), any written complaint, or verbal complaint which is later reduced to writing by either the inmate or the State, which, if found true, could result in adverse action against the employee or contain a threat against the employee, the Department agrees to immediately notice the employee of said filing. The State agrees to provide the affected employee a copy of said document if the employee so requests. This is not intended to preclude the informal level response procedure in the current CDCR Operations Manual. Upon the employee's request, a copy of the outcome of the ward/inmate/parolee/patient's complaint shall be provided, if the complaint has progressed beyond the informal stage. The Employer and CCPOA agree that all video tapes, audio tapes or any other kind of memorialization of an inmate/ward/parolee/patient statement or complaint shall be treated as a writing within the meaning of this subsection. The tapes or "writings" shall be turned over, regardless of whether the complaint/statement is deemed "inmate/ward/parolee/patient initiated" or not.

E. However, whenever the Department is conducting an investigation which necessitates surveillance, obtaining a search warrant, undercover operations, or a "sting," the employer need not inform the employee of the written complaint until the investigation is completed.

F. The State agrees that any Unit 6 member under investigation shall be granted an opportunity to view the cell extraction videotape with his/her representative prior to the related investigatory interview.

Management can have a representative present at the viewing to ensure the integrity of the tape, but the management's representative shall not be so close as to intrude in a private communication.

G. The Departments acknowledge their obligation to complete all Unit 6 personnel investigations within twelve (12) months under the terms and exceptions of Government Code Sections 3304 and 3309.5 inclusive. This subsection 9.09 G. is not arbitrable. The employee may, however, at any time utilize whatever remedies may be available under POBR.

H. Employees ordered to attend an investigatory interview by DAI/DJJ shall be informed in one (1) written document of: (1) the subject matter (scope) of the investigation, (2) whether the employee is deemed a witness or a subject of the investigation, (3) whether the investigation is for purposes of administrative discipline or is considered a criminal investigation, and (4) his/her right to representation. If the employee is designated a witness, the notice shall allow a reasonable amount of time for the employee to obtain a representative. In criminal investigations, the representative will be an attorney or a member of the legal staff of CCPOA working under the direction and supervision of an attorney and the notice will allow a reasonable amount of time for the representative to travel to the location of the interview. If the employee is designated a subject of the investigation, the employee will be given at least twenty-four (24) hours advance notice of the investigatory interview.

I. If DAI/DJJ decides to immunize a witness in an administrative or criminal investigation, the immunization shall be accomplished by reading into the tape recording, the administrative or criminal witness admonishment form provided in Appendix #7. The employee shall be given a copy of the signed form at the conclusion of the interview.

J. An employee or the employee's representative will be permitted to tape record the interview. At the conclusion of the interview, if the employee was designated a witness in the notice of the interview, the tape made by the employee or employee's representative shall be sealed by the employee or the employee's representative in an envelope or evidence bag to be provided by the employee or the employee's representative and retained by the investigator. The bag shall not be opened or magnetically compromised by any agent of DAI/DJJ. The sealed employee's tape shall be made available to the employee in advance of any subsequent interview of the employee regarding the same or related subjects, and will be provided to the employee on request after the investigation has been concluded. Employees designated as the subject of an investigation in the notice of the interview will be permitted to retain the tape at the conclusion of the interview.

### 9.10 Requests for Reinstatement After AWOL Separation

A. An employee separated, pursuant to California Government Code Section 19996.2 (the AWOL statute), shall be afforded a *Coleman* hearing by his/her Appointing Authority within ten (10) work days after service of the notice of separation. The date of service is either the date of personal service or the date of the mailing of the notice. Neither a failure to afford a *Coleman* hearing nor the

decision of the *Coleman* officer shall be subject to the grievance and arbitration procedure of the collective bargaining agreement.

B. Requests for reinstatement after AWOL separation shall be handled solely through the grievance and arbitration procedure of the collective bargaining agreement, beginning at the third step.

If a request for reinstatement goes to arbitration, the arbitrator's authority shall be limited to deciding the following: (1) whether the employee has a satisfactory explanation for his/her absence; (2) whether the employee has a satisfactory explanation for failing to obtain leave; and (3) whether the employee is ready, willing, and able to return to work, and/or, if not, whether the employee has leave from his/her Appointing Authority to be absent.

The arbitrator may order reinstatement only if the employee establishes satisfactory reasons for the absence and the failure to obtain leave and if he/she is ready, willing, and able to return to work or has leave to be absent. If the employee is reinstated, back pay may be awarded.

## 9.11 Peace Officer Bill of Rights

The Peace Officer Bill of Rights, hereafter referred to as POBR, applies to all Peace Officers in Bargaining Unit 6. Alleged POBR violations may be grieved up to the Appointing Authority's level, but shall not be grievable nor arbitrable beyond this level. This section shall not constitute a waiver of any of the appeal rights granted a Peace Officer under POBR.

## 9.12 Substance Abuse - Reasonable Suspicion Testing

The Department utilizes the State's substance abuse policy set forth in California Department of Human Resources (CalHR, formerly known as DPA) Rules 599.960 through 599.966 (including amendments thereto) and the federally recognized standards and procedures identified below:

A. General Policy.

The State and CCPOA agree that it is the purpose of its policy on substance abuse testing to help ensure that the State work place is free from the effects of drug and alcohol abuse, and to do so in a way that protects constitutional and statutory rights of employees. The provisions on substance abuse testing are not meant to be a limitation upon the use, nor replace, the State's Employee Assistance Program; nor are the provisions meant to be a limitation upon the State's ability to order a medical examination or take adverse action.

B. Reasonable Suspicion.

1. Information from an anonymous source or from an inmate/ward/parolee/patient source shall not be the sole criterion for determining reasonable suspicion. Anonymous information or inmate/ward/parolee/patient-originated information must be supported or corroborated by the Appointing Authority and his or her designee in order to order reasonable suspicion testing.

2. For purposes of determining reasonable suspicion, the Department of Corrections and Rehabilitation and Department of State Hospitals will make every effort to consult with an on-duty medical staff person authorized by the Department, when available on duty at the worksite. However, the decision to order a substance abuse test shall remain with the Appointing Authority or designee.

3. The State agrees to maintain a training program for its supervisors and designees in the administration of its substance abuse policy. This training shall include a section on recognizing symptoms of substance abuse, and other factors which may constitute reasonable suspicion.

4. The facts and circumstances upon which the reasonable suspicion is based shall be given to the employee at least orally at the time the

employee is directed to submit to a substance abuse test, and shall be made available in writing within twenty-four (24) hours. These facts and circumstances shall be documented on the Reasonable Suspicion Checklist (CDCR Form 1874). Such documentation shall include observations of the relevant on-duty medical person specified in B.2. above. The oral conversation may be taped by either the State or the employee.

C. Testing Procedures and Standards.

1. Substance testing shall comply with the standards and procedures specified in the Federal Department of Transportation regulations codified at Title 49 Code of Federal Regulations, Part 40 – Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Subparts A-N, P and Q.

2. The sample collected under a substance abuse test will not be used to test for any other medical condition such as pregnancy, sexually transmitted diseases, or other diseases such as diabetes. However, the sample could be used to match such sample with subject.

3. Substances to be tested for shall include the following, using established procedures specified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the following cutoffs:

| Substance | Screening Test Concentration Level | Confirmatory Test Concentration Level |
|---|---|---|
| Amphetamines and Methamphetamines<br>MDMA<br>MDA<br>MDEA | 500 nanograms per milliliter | 250 nanograms per milliliter |
| Marijuana/Cannabinoids (THC) | 50 nanograms per milliliter | 15 nanograms per milliliter |
| Cocaine | 150 nanograms per milliliter | 100 nanograms per milliliter |
| Opiates<br>• 6-AM (heroin) | 2000 nanograms per milliliter<br>10 nanograms per milliliter | 2000 nanograms per milliliter<br>10 nanograms per milliliter |
| Phencyclidine (PCP) | 25 nanograms per milliliter | 25 nanograms per milliliter |
| Benzodiazepines | 300 nanograms per milliliter | 300 nanograms per milliliter |

| | | |
|---|---|---|
| Methaqualone | 300 nanograms per milliliter | 750 nanograms per milliliter |
| Barbiturates | 300 nanograms per milliliter | 200 nanograms per milliliter |
| Alcohol | .02%. | .04% |

The present cut-offs shown for the first five (5) substances are those established by the SAMHSA. There are no SAMHSA cut-offs for the remaining substances. The State will use the test cut-off levels established by SAMHSA for identifying positive test samples. Where SAMHSA does not establish cut-off levels for a substance, the State will continue to utilize the historic levels. Should the State desire to change the cut-off levels based on changes to SAMHSA or other standards, the State will notice CCPOA and meet to discuss the changes. For alcohol, the State uses the alcohol concentration cut-off level as described in 49 CFR, Part 382, Controlled Substances and Alcohol Use and Testing-Federal Motor Carrier Safety Administration, Section 201.

If there are changes to any of these federal regulations/procedures during the term of this MOU, the State will notice and meet and confer prior to implementing any of the federal changes.

Results for alcohol will be confirmed at collection sites with the equipment for breath sample testing using an evidential breath testing device which meets the standard specified in the federal regulation 49 CFR Part 40 and is an approved device on the federal conforming products list.

4. The State agrees that the procedures for collecting the sample should be done in a professional manner with due regard to the employee's privacy and confidentiality, consistent with the State's need to ensure a true sample is taken. The State will follow SAMHSA guidelines in establishing these procedures.

5. The State shall maintain and follow a secure chain of custody to ensure true samples are taken. In establishing this chain of custody, the State will take the SAMHSA guidelines into consideration as well as recommendations of the laboratories selected to do the testing.

6. Consistent with Section 599.964(d), the testing laboratory will be informed of its obligation to preserve a sufficient portion of the sample to be independently tested by the employee.

7. If the State intends to rely on a positive test result to initiate adverse action, it shall notify the laboratory that all portions of the sample, including any portion reserved for the employee, should be retained pending completion of any appeal procedures.

8. Copies of the test results and chain-of-custody documents shall be provided within three (3) work days of receipt of the documented results by management.

9. CCPOA may submit a list of commercial laboratories for the State to consider in developing its “bid package” for testing services. Such submissions must meet standards used by SAMHSA, the College of American Pathologists, or other comparable standards to accredit laboratories for forensic urine testing. Such submissions shall in no way obligate the State to select such laboratories to perform testing services.

10. The State shall use the commercial laboratories selected or otherwise approved by CalHR. CCPOA shall be notified of the laboratory selected to perform the testing changes.

D. Employee Rights.

1. In addition to the rights specified in CalHR Rule 599.964, employees shall be entitled to representation during the sample collection process. A representative shall in no way interfere with the sample collection process. CCPOA will provide timely representation upon request.

2. CalHR Rules 599.960 through 599.966, the governing federal regulations and SAMHSA procedures shall be made available upon request, but such request shall not be deemed to require a delay in the testing process. They will be provided to new hires within the first three (3) weeks at the Academy or the first week of employment at the work location, whichever is first.

3. For purposes of requiring an employee to submit to periodic testing as a condition of remaining or returning to State employment (refer to paragraph c. of CalHR Rule 599.960), the State agrees to develop guidelines for “return to work agreements” which specify the conditions under which an employee may remain in his or her employment. Conditions appropriate for these return to work guidelines include but are not limited to:

   a. Periodic testing for substance abuse during the period of the return to work agreement, during which the employee must test negative at all times;

   b. Reasonable suspicion testing for substance abuse during the return to work agreement under the terms of the general policy;

   c. Requirement that the employee participate in a substance abuse rehabilitation program at the employee’s expense;

   d. Termination of the employee if its conditions are violated.

Placing an employee on such “Return to Work Agreement” shall not preclude adverse action short of termination. (See CalHR Rules 599.960-599.966)

4. Should an employee be found to have tested positive for a substance, and adverse action is taken against said employee, his/her appeal and remedies should be through the SPB appeal process and not through the grievance arbitration sections of the MOU.

5. Persons who do not test positive shall not have any record of the test placed in his/her official personnel file, unless the employee so requests, and may file a complaint over the administration of the test.

E. Expedited Grievance Process for Addressing Issues Related to Section 9.12.

1. An aggrieved employee or the Union has ten (10) work days from the date of the administration of a drug test on an employee, or ten (10) days from the date of discovery of an alleged procedural non-conformance, to file an expedited grievance alleging procedural nonconformance.

2. The expedited grievance shall be filed at the departmental level. The State shall have ten (10) work days to respond. Prior to responding, and within the ten (10) work days, a grievance conference shall be held if requested by the State or CCPOA.

3. If the grievant is not satisfied with the departmental decision, the grievant may appeal the decision within five (5) work days after receipt of the decision, to CalHR. This level shall be considered the final step in this expedited grievance process, and constitutes an exhaustion of the administrative remedies available to Bargaining Unit 6 employees and CCPOA pertaining to Section 9.12. This shall not preclude an appellant who is subsequently subject to adverse action because of violation of the governing rules, regulations and procedures referenced herein to raise any issues regarding procedural noncompliance with Section 9.12 or the governing rules, regulations and procedures referenced herein before the SPB. It is clearly understood that Section 9.12 and the governing rules, regulations and procedures referenced herein are not arbitrable, and constitutes an exhaustion of administrative remedies unless the issue is raised before the SPB in an adverse action appeal.

## 9.13 Random Substance Testing Program

A. Authority and Purpose

1. It is the intent of the State and the Union to maintain a drug and alcohol free workplace. This objective is accomplished through education, employee assistance, reasonable suspicion and random drug and alcohol testing, and discipline. Consistent with a Peace Officer’s sworn oath to

uphold the laws of the State of California, each Bargaining Unit 6 Peace Officer employee shall not illegally use or be impaired from the use of a drug designated in subsection B.2 (1) through (9), or be impaired by use of alcohol while on the job.

2. To maintain a workplace free from the negative effects of drug and alcohol use, the parties agree that, effective April 15, 1998, all newly hired Bargaining Unit 6 employees and newly reinstated employees with a break in service of more than twelve (12) months, as defined in Section 12.01, will be subject to unannounced random drug and alcohol testing. Newly hired means when an employee is first appointed into a Bargaining Unit 6 classification.

3. It is expected that the CDCR will begin testing managers and supervisors in calendar year 2000. Testing of rank and file will not be expanded until testing of managers and supervisors has been implemented.

4. Testing of additional rank and file employees will only begin after reaching agreement with the Union on a procedure to test these rank and file employees. Negotiations on procedures to test these rank and file employees will commence six (6) months following testing of twenty percent (20%) of the managers and supervisors.

5. It is the expectation of the parties that the expansion of drug testing of the additional rank and file will be suspended during this contract.

B. Random Testing Process and Standards

1. Substance testing shall comply with the standards and procedures specified in the Federal Department of Transportation regulations codified at Title 49 Code of Federal Regulations, Part 40 – Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Subparts A-N, P and Q.

2. The drug and alcohol testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an immunoassay screening test, with all positive screening results being confirmed, utilizing gas chromatography/mass spectrometry before a sample is considered positive. The alcohol testing process shall be one that is scientifically proven to be at least as accurate and valid as breath alcohol testing using an evidential breath testing device which meets the standards specified in the federal regulation 49 CFR Part 40 and is an approved device on the federal conforming products list.

Substances to be tested for random testing and the corresponding levels shall be the same as for reasonable suspicion testing in Section 9.12:

(1) Amphetamines and Methamphetamines
    a) MDMA
    b) MDA
    c) MDEA
(2) Cocaine
(3) Marijuana/Cannabinoids (THC)
(4) Opiates (narcotics)
    a) 6-AM (heroin)
(5) Phencyclidine (PCP)
(6) Barbiturates
(7) Benzodiazepines
(8) Methaqualone
(9) Alcohol

3. Test samples will be collected in a clinical setting, such as a laboratory collection station, doctor's office, hospital or clinic, or in another setting approved by the State on the basis that it provides for at least an equally secure and professional collection process, with due regard for the employee's privacy and confidentiality. The State shall use SAMHSA chain of custody procedures to ensure that true samples are obtained.

4. The State shall use SAMHSA chain of custody procedures to ensure that a sample is maintained from the time it is taken, through the testing process, to its final disposition.

5. Substance tests shall be performed by a SAMHSA certified laboratory.

6. The Substance Abuse Program Manager will use the Assistant formerly known as the Health Evaluation and Information system for Drug abuse in Industry (HEIDI) computer software to randomly select employees for testing. Approximately thirty-five percent (35%) of the Bargaining Unit 6 employees will be selected for drug and alcohol testing annually.

C. Employee Rights

1. Each employee subject to random testing shall be given a copy of an information packet explaining the employee's rights and the substance abuse procedures to be followed.

2. An employee suspected of violating this Article shall be entitled to representation during any interrogative interviews with the affected employee that could lead to a decision by the Appointing Authority to take adverse action against the employee. The employee shall also be entitled to representation in any discussions with the Medical Review Officer that occur under subsection D.

3. The sample collection process shall include the opportunity for the employee to provide information about factors other than illegal drug use,

such as taking legally prescribed medication, that could cause a positive test result. At the employee's option, this information may be submitted in a sealed envelope to be opened only by the Medical Review Officer if the test result is positive.

4. The employee shall receive a full copy of any test results and related documentation of the testing process.

5. All confirmed positive urine samples shall be retained by the testing laboratory in secure frozen storage for one (1) year following the test or until the sample is no longer needed for appeal proceedings or litigation, whichever is longer. At the employee's request and expense, the urine sample may be retested by that laboratory or another laboratory of the employee's choice.

D. Medical Review Officer

1. The State shall designate one (1) or more Medical Review Officers, who shall be licensed physicians, to receive test results from the laboratory. Upon receiving results, the Medical Review Officer shall:

a. Review the results and determine if the standards and procedures required by this Article have been followed.

b. For positive results, interview the affected employee to determine if factors other than illegal drug use may have caused the result.

c. Consider any assertions by the affected employee of irregularities in the sample collection and testing process.

d. Based on the above, provide a written explanation of the test results to the Appointing Authority or his/her designee. The employee shall also receive a copy of this explanation.

E. Records, Confidentiality

1. The State shall maintain records of the results of any employee testing under this Article. These records, and any other information pertaining to an employee's drug or alcohol test, shall be considered confidential and shall be released only to:

a. The employee who was tested or other individuals designated in writing by that employee.

b. The Medical Review Officer.

c. CalHR, as needed, for the effective administration of the Article.

d. Individuals who need the records or information to:

(1) Determine, or assist in determining, what action the Appointing Authority should take in response to the test results.

(2) Respond to appeals or litigation arising from the drug test or related actions.

F. If Section 5.02 applies to this section, then the provisions of Section 5.02 shall apply or the parties may renegotiate minor discipline.

**9.14 Disciplinary Process**

A. No State official or employee shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere or threaten to interfere with employees, restrain or threaten to restrain employees, or coerce or threaten to coerce employees because of their exercise as a witness before the SPB or its authorized representative.

B. Upon request from CCPOA legal staff, the State will allow the CCPOA Chapter President or Job Steward a reasonable amount of State time to be released from his/her assignment to attend an SPB hearing to assist CCPOA legal staff on technical issues when the hearing is held at the institution.

C. Consistent with current practice, employees with pending SPB appeals shall be permitted to attend the pre-hearing conference and the evidentiary hearing without loss of compensation, but shall not earn any compensation in the event that the conference/hearing occurs on the employee's regular day off or overtime if the conference/hearing continues past the employee's regular shift hours.

**9.15 Course and Scope Protection - Defense in Civil and Criminal Actions**

A. Civil Actions

1. This section is not designed to change the substantive rights and responsibilities of either the State employer or an affected correctional employee. Rather, it is to provide an alternative quick and less expensive (as compared to going to court) process by which such rights and responsibilities are to be determined.

2. In any case where a bargaining unit member is sued civilly s/he may tender a defense of the action to the State employer, using procedures agreed upon by CCPOA and CalHR applicable to all departmental employees within ninety (90) days of ratification.

3. This section will apply to all civil actions filed against Bargaining Unit 6 employees on or after the effective date of this MOU even if the events alleged occurred prior to this MOU section becoming effective. If the State employer refuses the tender of defense, then:

a. The State employer shall give to the employee a written, detailed statement explaining the reasons for the decline of the tender;

b. Said reasons shall comply with Government Code Section 995 et seq. with regard to the rights and responsibilities of both the State employer and the correctional employee (bargaining unit member);

c. If CCPOA believes that the tender of defense violates the rights of the employee under Government Code Section 995 et seq. (and section 995.2 in particular), then CCPOA and CCPOA alone shall have the right to grieve the propriety of the refusal of the tender of defense. Moreover, because time is of the essence, the parties agree that any dispute concerning the interpretation or application of this section shall be resolved through Section 6.11 and Section 6.12 (e.g., 6.12 (c)) provided the employee first executes a waiver of any and all rights to challenge the denial of representation in some other forum, including a court of competent jurisdiction. The grievant (CCPOA) and employer will have the right to present testimony, statements and documents in support of their respective positions in accordance with the following:

(1) All parties shall have the right to subpoena witnesses and documents, and may assert any and all privileges. Additionally, the adjudicator shall refuse to issue or quash any subpoena upon a demonstration that the production of the witness or document creates an undue burden or significantly interferes with the ability to prepare for or defend against an underlying civil action.

(2) If the adjudicator refuses to issue or quashes a subpoena based on a demonstration as discussed in subparagraph a above, the employee shall be permitted to either proceed pursuant to Section 6.11 and 6.12 notwithstanding the adjudicator's ruling, or elect to challenge the denial of representation by proceeding directly to court under Government Code Section 996 et seq. If the employee proceeds pursuant to Sections 6.11 and 6.12 despite the adjudicator's ruling, the employee does not prevail, then nothing in this section shall be construed to prevent the employee from challenging the denial of representation just as if Sections 6.11 and 6.12 were never invoked.

(3) Where the events leading to the denial of representation give rise to both criminal and civil liability, and a prosecuting agency makes a written request to the State, the following shall occur:

(a) The Section 6.11 and 6.12 provisions of this section shall be stayed; and, the employee and State shall jointly move the court in which the civil action is

venued to stay its proceedings until the criminal matter is concluded.

(b) In the unlikely event that the civil court does not stay proceedings pending completion of the criminal matter, then CCPOA shall have the option of proceeding pursuant to Section 6.11 and 6.12. CCPOA shall provide the State with a list of witnesses and documents requiring a subpoena because they are not available voluntarily or through some other means of discovery. The adjudicator may issue a subpoena for said witnesses and documents unless a written objection is presented by a prosecuting authority in which case the subpoena shall not issue. CCPOA may then elect to proceed pursuant to Section 6.11 and 6.12 or proceed with other remedies.

(4) Any decision rendered pursuant to this section shall be in accordance with substantive law on the subject of the tender of defense by State employees, including but not limited to Government Code Section 995 et seq. and cases interpreting same.

B. Criminal Actions

1. By written request to the Director, an employee may request legal representation from the Department in a criminal matter brought against the employee, as a result of an alleged act or omission arising out of the employees' employment. This section covers all criminal charges filed against Unit 6 employees, on or after October 1, 2001, even if the events underlying the charges occurred prior to the ratification of the MOU.

2. If an employee requesting legal representation in a criminal matter brought on account of an alleged act or omission arising out of the employee's employment for which the employee has been cleared by any departmental investigation or review, the Department will provide the employee with legal representation in the criminal action unless and until the Department obtains information which it contends supports one of the conditions of withdrawal of defense under Government Code Section 995.2.

3. The employee and his attorney will be provided with the detailed reasons for the Department's denial or withdrawal of the request for representation. Neither the denial nor the withdrawal shall be subject to the grievance and arbitration procedure. However, in the event that the Department denies the employee representation in a criminal matter (whether the Department has cleared the employee or not) arising out of the course and scope of employment, and the employee is subsequently acquitted of all charges, or the charges are dropped or dismissed by a Court in their entirety without the employee suffering any sentence, penalty, fine, service or diversion, the Department shall reimburse the employee for all reasonable attorneys' fees and costs incurred in defense of the criminal matter.

## ARTICLE X
## LEAVES

### 10.01 Vacation Leave

A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying months, employees covered by this section shall receive a one-time vacation credit of forty-eight (48) hours. Thereafter, except as provided below, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

| | |
|---|---|
| 7 months to 3 years | 8 hours per month |
| 37 months to 10 years | 11 hours per month |
| 121 months to 15 years | 13 hours per month |
| 181 months to 20 years | 14 hours per month |
| 241 months and over | 15 hours per month |

Notwithstanding the above, on the first day of the July pay period each year of this MOU, Unit 6 employees shall accrue one (1) hour less of vacation than identified in the schedule above.

For each employee in Unit 6 on the first day of the July pay period, the employer shall credit the union's Release Time Bank in Article 10 with one (1) hour.

B. Breaks in employment of eleven (11) work days or more, including unpaid leaves of absence, shall not be counted towards vacation leave accrual purposes set forth under paragraph A. above.

C. Employees who work less than full-time shall receive vacation leave credit in accordance with the vacation leave accrual schedule in paragraph A. above, when total accumulated employment equals one (1) month of full-time employment.

D. Employees who work on an intermittent basis shall receive vacation leave credits in accordance with the vacation leave accrual schedule in paragraph A. above, on the basis of one hundred sixty (160) hours of paid employment equals one (1) month of full-time employment. Any hours worked over one hundred sixty (160) hours in a monthly pay period shall not be counted toward vacation leave accrual. On the first day of the monthly pay period following completion of the initial six (6) qualifying pay periods, an intermittent employee shall receive a one-time vacation credit of forty-eight (48) hours. Thereafter, intermittent employees shall receive vacation credit in accordance with the schedule in paragraph A. above on the first day of the monthly pay period following completion of each qualifying pay period. The hours of paid employment in excess of one hundred sixty (160) hours in a monthly pay period shall not be counted or accumulated.

1. In DAI and DJJ, a PIE shall be allowed to utilize up to two (2) 40-hour weeks of paid vacation each year and may be permitted by the appointing authority or his/her designee to use more. Alternatively, PIEs may request up to two (2) 40-hour weeks of unpaid time off. Once a vacation period or unpaid time off has been granted, it shall not be canceled by management, except in emergencies.

2. Vacation/unpaid time off requests will be submitted to the Personnel Assignment Lieutenant (and administered) using the PIE's Academy hire date until the implementation of the seniority calculations under Section 12.01. At that time, vacation/unpaid time off requests will be made in the same manner as requests made by permanent full-time staff. Although PIEs will not use the authorized positions in the vacation relief pool, the institution will establish a vacation schedule that will allow up to 1/26 of the total number of PIEs at the institution to be on vacation or unpaid time off in any given two-week vacation period.

   When it is determined that there is a lack of work, a department head or designee may:

   a. Schedule the intermittent employee for vacation leave; or

   b. Allow the intermittent employee to retain his/her vacation credits; or

   c. Effect a combination of a., or b. above.

E. If an employee does not use all of the vacation leave credit that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year.

F. Upon termination from State employment, the employee shall be paid for unused vacation credits for all accrued vacation time.

G. The time when vacation is to be taken shall be determined by the department head or designee. When two (2) or more employees request the same vacation time and the department head or designee cannot grant the request to all employees requesting it, approval shall be granted in order of seniority.

H. If an employee desires to cancel a pre-scheduled vacation time, the employee:

1. Shall notify the supervisor, in writing, no less than thirty (30) calendar days in advance of the scheduled vacation time;

2. If assigned to a community-based facility, institution or camp, may not cancel the scheduled vacation time if more than one-quarter (¼) of those scheduled for vacation during the same pay period have been approved for cancellations, unless specifically approved by facility/institution management. Failure to notify the supervisor in writing in 1. above shall result in the employee being forced to use the scheduled vacation time, and the loss of any rights to request and be scheduled for subsequent vacation time during the calendar year based on seniority.

3. Vacation/Work Week:

For purposes of vacation scheduling, the work week shall start with first watch/graveyard shift on Monday and end at third watch/swing shift on Sunday.

I. If the State cancels a scheduled vacation or CTO leave and the employee suffers an economic loss as a result of the State's cancellation of that leave, the State shall reimburse the employee for all reasonable and documented economic loss of the employee provided the employee:

1. Notifies the employer at the time he/she is told of the vacation/CTO leave cancellation that economic loss will result;

2. Makes all reasonable attempts to recover his/her expenses; and,

3. Provides the employer documentation of the economic loss.

**10.02 Sick Leave**

A. Sick Leave Accrual

1. **Full-Time Employees**: Employees shall receive eight (8) hours of sick leave credit on the first day of the monthly pay period following completion of a qualifying pay period (eleven [11] or more work days of service in a monthly pay period). The provisions of this paragraph (10.02 A.1.) do not apply to fulltime 7k exempt Fire Captains identified in Section 17.02.

2. **Part-Time Employees**: Part-time employee(s) shall earn, on a pro rata basis, the fractional part of eight (8) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each qualifying pay period (eleven [11] or more work days of service at their time base).

3. **PIEs**: Employees shall receive eight (8) hours of sick leave credit on the first day of the monthly pay period following completion of each qualifying pay period. The hours of paid employment in excess of one hundred sixty (160) hours in a monthly pay period shall not be counted or accumulated.

   Notwithstanding any other section of this MOU, an Intermittent Employee shall only be permitted to use sick leave credits for approved sick leave which occurs during periods when they are pre-scheduled to work as referenced in 26.01 C.4.

4. Multiple Positions (Under This Rule):

   a. An employee holding a position in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.

   b. Where an employee holds two (2) or more less than full-time positions, the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.

B. Sick Leave Use

1. Approved sick leave means the necessary absence from duty of an employee because of:

   a. Illness or injury.

   b. Illness or complications due to a pregnancy which prevent an employee from working.

   c. Exposure to a contagious disease which is determined by a physician to require absence from work.

   d. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.

   e. Required attendance upon the employee's ill or injured mother, mother-in-law, father, father-in-law, wife, husband, daughter, son, sister, brother, or any person residing in the immediate household. Such absence shall be limited by the department head or designee to the time reasonably required for such care.

2. The employee is responsible to give the Department reasonable advance notice for the reasons cited in B.1. Employees are strongly urged to give at least two (2) hours advance notice prior to the start of the employee's duty shift, but under normal circumstances, reasonable advance notice will be considered one (1) hour. Should the employee be sick the night before his/her shift, and is reasonably certain he/she will not be able to go to work the following day, said employee must call in sick at the earliest possible time. The employee will personally contact the designated supervisor at the institution, camp, facility, or parole region to request sick leave usage.

3. The department head or designee shall approve use of sick leave credits only after having ascertained that the absence was for an authorized reason. If disapproved, the department head or designee must specifically state in writing the reason(s) for the disapproval.

4. An employee will receive a pay dock for approved sick leave time if the employee had no sick leave or other credits. If the employee has insufficient accrued sick leave credits, but has other leave credits, the employee may be allowed to use those credits to cover the approved sick leave time.

5. Sick leave may be taken in fifteen (15) minute increments.

C. Sick Leave Verification

1. An acceptable "medical verification" for sick leave use is a document signed by a United States Licensed Physician, nurse practitioner, or other health care specialist/professional, competent within their scope of practice to make a medical evaluation on the employee's alleged/stated illness, injury or medical incapacity, and such person is making the evaluation while on duty in his/her respective employment relationship within a health care facility or medical practice. Unless requested at the time of approval, prescheduled and approved medical/dental

appointments/treatments do not require medical verification.

2. Medical verification may also be required but only if required in advance. At the time the sick call is received, medical verification may be requested in circumstances including but not limited to:

   a. An employee is unable to personally make the sick leave request to the designated supervisor.

   b. The sick leave requested falls on a date which the employee previously requested a form of leave covered by this MOU but was denied.

   c. An employee is sick for three (3) or more consecutive days.

   d. If an employee calls in sick on Thanksgiving Day, Christmas Day, or New Years Eve.

3. When a medical verification is required, the medical verification must provide the following information:

   a. The date the employee or the employee's family member is examined by a licensed physician or other health care specialist/professional;

   b. The expected length of the employee's absence and his/her expected return to duty;

   c. Whether the employee is medically able to return to work; and

   d. The list of restrictions (if any) including, if applicable, any impairment to the employee's ability to perform the duties of his or her classification due to medication or treatment.

4. The Appointing Authority designee will ensure the medical clearance verification is consistent with the employee's responsibility to perform all duties of his/her class. If the medical clearance verification is not consistent with the employee's responsibility to perform all duties of his/her class, the Appointing Authority designee shall inform the appropriate management personnel of the employee's condition and duty limitations.

5. An employee shall not be obligated to provide a medical verification after the fact. For example, if an employee calls in sick on the fifteenth (15$^{th}$) of the month and a medical verification is not requested and then calls in sick on the sixteenth (16$^{th}$) of the month and a medical verification is requested, the medical verification would be for the sixteenth (16$^{th}$) only. This does not prohibit the Department from pursuing other administrative review or remedies if abuse is suspected.

6. If a returning employee is required to present medical clearance verification to the Appointing Authority designee, and the returning employee has a valid medical clearance verification from his/her physician allowing said employee to return to work and, with reasonable notice by the employee or upon institution order, the employee presents him/herself for medical clearance during normal business hours, Monday through Friday, the employee shall be allowed to return to paid status, but not use leave credits. If the employee does not have valid medical

clearance verification from his/her physician allowing said employee to return to work and present him/herself for medical clearance by the Appointing Authority designee during normal business hours, Monday through Friday, the employee shall either continue on sick leave status or management approved leave credits until such time as clarifying medical documentation is obtained from the physician releasing the employee to work.

7. All medical information provided to the State shall be considered confidential. Under no circumstances will an employee be required to disclose the medical cause or nature of his or her, or his or her family member's, illness or injury to the State for sick leave approval.

D. Employees shall not be denied the right to use sick leave or be discriminated against for using or attempting to exercise their right to use sick leave.

E. All other State laws and CalHR rules regarding sick leave shall remain in effect.

F. Denial of sick leave shall not be appealed beyond Step 4 of the grievance procedure. The arbitrator may not rule on the adequacy or inadequacy of the medical verification provided.

G. All provisions of this section shall apply unless they are in conflict with FMLA, CFRA, EIDL, IDL, ADA or catastrophic illness/injury.

**10.03 Enhanced Industrial Disability Leave (EIDL)**

A. An employee who loses the ability to work for more than twenty-two (22) work days as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing industrial disability leave benefits. Such injury must have been the result of one of the following: (1) directly and specifically caused by an assault by an inmate, patient, ward, or parolee, (2) by a domestic animal while the employee is performing in the line of duty, (3) a "criminal act of violence" against a peace officer who was performing in the line of duty. For purposes of this Article, "criminal act of violence" means an act which would constitute a misdemeanor or felony if pursued to conviction; (4) must have been directly and specifically caused in the course of responding to, returning from or fighting an active fire as defined in PRC 4103, 4104, 4170, and 4170.5. EIDL granted under this section must meet the criteria of direct or indirect physical contact with a combative or resistive inmate, patient, ward or parolee. EIDL, however, will not be unreasonably withheld.

The director of a department may make a determination in special circumstances related to extraordinary hazardous duty (e.g. unavoidable serious injury caused by the actions of a combative inmate). Subsequent to a denial and upon the request of an employee and/or the Union, the Secretary shall review any incident where an employee suffers an injury and will make the final determination regarding the application of this section. Any such requests shall be submitted to the Assistant Secretary of Labor.

B. The EIDL benefit will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury or the date that the employee is placed on

EIDL, whichever is later. EIDL eligibility and benefits may continue for no longer than one (1) year. For the purposes of this section, “net salary” is defined as the amount of salary received after federal income tax, State income tax and the employee’s retirement contribution has been deducted from the employee’s gross salary.

C. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault or fire, as determined by the Secretary or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

D. The final decision as to whether an employee is eligible for, or continues to be eligible for, EIDL shall rest with the Secretary. The Department may periodically review the employee’s condition by any means necessary to determine an employee’s continued eligibility for EIDL.

E. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

F. This section relating to EIDL will not be subject to the arbitration procedure of this MOU.

G. In circumstances that deviate from paragraph A. and C., the Secretary or designee may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

H. A PIE who otherwise meets the EIDL criteria contained in this section of the MOU, but who has less than one thousand (1,000) hours of State service credit toward retirement will be eligible for a monthly EIDL benefit either:

1. Equivalent to the average number of monthly hours worked in the previous twelve (12) months preceding the qualifying injury, or

2. If the employee has not worked twelve (12) months, the equivalent to the average monthly number of hours worked in the months preceding the injury.

In no case shall the benefit be less than eighty-four (84) hours.

In no case shall the benefit exceed one thousand five hundred (1,500) hours in a twelve (12) month period in combination with hours worked and the EIDL benefits paid.

This paragraph only applies to injuries that qualify for EIDL and not IDL. IDL or EIDL benefits currently available to PIEs with one thousand (1,000) hours of State service credit are not intended to be affected by this paragraph.

I. EIDL benefits may be extended beyond the one (1) year cap, at the Secretary or designee’s discretion, in those instances where the injuries are the result of being burned, shot, stabbed or hit with a deadly weapon, and where the Secretary or

designee finds that rehabilitation back to the job is possible if the EIDL is extended. In no event can the EIDL benefit be extended beyond three (3) years.

### 10.04 Disability Retirement Allowance

The State and CCPOA agree to hold discussions throughout the term of this MOU regarding restructuring of the disability retirement program and the Workers' Compensation system for State Correctional Peace Officers and Unit 6 employees.

### 10.05 Peace Officer/Fire Captain and Miscellaneous Retirement Plans

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this article shall be deemed grievable or arbitrable under the grievance and arbitration procedure, except any claim of clerical error concerning an employee's retirement benefit shall be grievable up to CalHR's level.

**Peace Officer/Firefighter (PO/FF) Retirement: PO/FF A Retirement Formula (3% at age 50), PO/FF B Retirement Formula (2.5% at age 55), and Public Employees' Pension Reform Act Formula (2.5% at age 57)**

A. Unit 6 PO/FF retirement members first employed by the State prior to January 15, 2011, are subject to the PO/FF A retirement (3% at age 50) formula.

B. Unit 6 PO/FF retirement members first employed by the State on or after January 15, 2011, and prior to January 1, 2013, are subject to PO/FF B retirement (2.5% at age 55) formula as provided in Government Code Section 21363. The PO/FF B retirement formula does not apply to:

- Former state employees who return to state employment on or after January 15, 2011;
- State employees hired prior to January 15, 2011, who were subject to the Alternate Retirement Program (ARP);
- State employees on approved leave of absence prior to January 15, 2011, who returns to active employment on or after January 15, 2011; or
- Persons who are already members or annuitants of the California Public Employees Retirement System as state employees prior to January 15, 2011.

The above categories are subject to the PO/FF A retirement formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013, and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement (2.5% at age 57) Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps

apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

D. The table below lists the PO/FF age/benefit factors for PO/FF A, PO/FF B, and PEPRA PO/FF formulas.

| **Age at Retirement** | **PO/FF A Formula (3% at age 50) G.C. 21363.8** | **PO/FF B Formula (2.5% at age 55) G.C. 21363** | **PEPRA PO/FF Formula (2.5% at age 57) G.C. 7522.25(c)** |
|---|---|---|---|
| | Employees hired prior to January 15, 2011 | Employees first hired on and after January 15, 2011 and prior to January 1, 2013 | Employees eligible for CalPERS Membership for the first time on and after January 1, 2013 |
| 50 | 3.000 | 2.000 | 2.000 |
| 51 | N/A | 2.100 | 2.071 |
| 52 | N/A | 2.200 | 2.143 |
| 53 | N/A | 2.300 | 2.214 |
| 54 | N/A | 2.400 | 2.286 |
| 55 | N/A | 2.500 | 2.357 |
| 56 | N/A | N/A | 2.429 |
| 57 | N/A | N/A | 2.500 |

1. Employee Retirement Contribution

As stated in Government Code Section 20683.2, PO/FF members shall contribute an additional one percent (1%) employee retirement contribution. Effective July 1, 2013, Unit 6 PO/FF members shall contribute twelve percent (12%) of monthly compensation in excess of $863 for retirement.

Effective July 1, 2014, PO/FF members shall contribute an additional one percent (1%) retirement contribution, making their total contribution thirteen percent (13%) of pensionable compensation, in excess of $863 for retirement.

2. Final Compensation

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 15, 2011, is

based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 15, 2011, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

**State Miscellaneous and Industrial Members (First Tier): First Tier A (2% at age 55), First Tier B (2% at age 60), and (PEPRA) First Tier (2% at age 62) Formulas/ Contribution Rate/ Final Compensation Earnable**

A. Unit 6 First Tier retirement members first employed by the State prior to January 15, 2011, are subject to the First Tier A retirement (2% at age 55) formula.

B. Unit 6 First Tier members first employed by the State on or after January 15, 2011, and prior to January 1, 2013, are subject to the First Tier B retirement (2% at age 60) formula as stated in Government Code Section 21353. The First Tier B retirement formula does not apply to:

- Former state employees who return to state employment on or after January 15, 2011;
- State employees hired prior to January 15, 2011, who were subject to the Alternate Retirement Program (ARP);
- State employees on approved leave of absence prior to January 15, 2011, who returns to active employment on or after January 15, 2011; or
- Persons who are already members or annuitants of the California Public Employees Retirement System as state employees prior to January 15, 2011.

The above categories are subject to the First Tier A retirement formula.

C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013, and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement (2.5% at age 57) Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

D. The table below lists the First Tier age/benefit factors for First Tier A, First Tier B, and PEPRA First Tier.

| **Age at Retirement** | **First Tier A Formula (2% at age 55) G. C. 21354.1** | **First Tier B Formula (2% at age 60) G.C. 21353** | **PEPRA First Tier Formula (2% at age 62) G. C. 7522.20** |
|---|---|---|---|

| | Employees hired prior to January 15, 2011 | Employees first hired on and after January 15, 2011 and prior to January 1, 2013 | Employees eligible for CalPERS Membership for the first time on and after January 1, 2013 |
|---|---|---|---|
| 50 | 1.100 | 1.092 | N/A |
| 51 | 1.280 | 1.156 | N/A |
| 52 | 1.460 | 1.224 | 1.00 |
| 53 | 1.640 | 1.296 | 1.100 |
| 54 | 1.820 | 1.376 | 1.200 |
| 55 | 2.000 | 1.460 | 1.300 |
| 56 | 2.064 | 1.552 | 1.400 |
| 57 | 2.126 | 1.650 | 1.500 |
| 58 | 2.188 | 1.758 | 1.600 |
| 59 | 2.250 | 1.874 | 1.700 |
| 60 | 2.314 | 2.000 | 1.800 |
| 61 | 2.376 | 2.134 | 1.900 |
| 62 | 2.438 | 2.272 | 2.000 |
| 63 | 2.500 | 2.418 | 2.100 |
| 64 | 2.500 | 2.418 | 2.200 |
| 65 | 2.500 | 2.418 | 2.300 |
| 66 | 2.500 | 2.418 | 2.400 |
| 67 | 2.500 | 2.418 | 2.500 |

1. Employee Retirement Contribution

As stated in Government Code Section 20682, effective May 16, 2011, miscellaneous and industrial members in the First Tier retirement or the ARP, subject to social security, shall contribute eight percent (8%) of monthly compensation in excess of $513 for retirement.

Miscellaneous and Industrial members in the First Tier retirement or the ARP not subject to social security shall contribute nine percent (9%) of monthly compensation in excess of $317 for retirement.

As stated in Government Code Section 20683.2, effective July 1, 2013, Industrial members, including ARP members, shall pay an additional one percent (1%) retirement contribution. Accordingly, industrial members who participate in Social Security shall contribute nine percent (9%) of pensionable compensation in excess of $513 for retirement, effective July 1, 2013.

Industrial members in the First Tier retirement or the ARP not subject to social security shall contribute ten percent (10%) of monthly pensionable compensation in excess of $317 for retirement.

2. Final Compensation

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 15, 2011, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 15, 2011, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

**Second-Tier Retirement Plan**

Unit 6 members may participate in the Second-Tier retirement plan as prescribed by Government Code Section 21070.5.

A. Second Tier members first employed by the State and subject to CalPERS membership prior to January 1, 2013, are subject to the Pre-PEPRA Second Tier retirement formula.

B. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013, and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.

C. The table below lists the Second Tier age/benefit factors for the Pre-PEPRA and PEPRA retirement formulas.

| **Age at Retirement** | **Pre-PEPRA Formula (1.25% at age 65)** | **PEPRA Formula (1.25% at age 67)** |
|---|---|---|
| | Employees first hired and subject to CalPERS membership prior to January 1, 2013 | Employees eligible for CalPERS Membership for the first time on and after January 1, 2013 |

| | | |
|---|---|---|
| 50 | 0.5000 | N/A |
| 51 | 0.5500 | N/A |
| 52 | 0.6000 | 0.6500 |
| 53 | 0.6500 | 0.6900 |
| 54 | 0.7000 | 0.7300 |
| 55 | 0.7500 | 0.7700 |
| 56 | 0.8000 | 0.8100 |
| 57 | 0.8500 | 0.8500 |
| 58 | 0.9000 | 0.8900 |
| 59 | 0.9500 | 0.9300 |
| 60 | 1.0000 | 0.9700 |
| 61 | 1.0500 | 1.0100 |
| 62 | 1.1000 | 1.0500 |
| 63 | 1.1500 | 1.0900 |
| 64 | 1.2000 | 1.1300 |
| 65 | 1.2500 | 1.1700 |
| 66 | 1.2500 | 1.2100 |
| 67 | 1.2500 | 1.2500 |

1. Employee Contribution

   As stated in Government Code Section 20683.2, effective July 1, 2013, Second Tier members, including ARP members, shall contribute one and one-half percent (1.5%) of monthly pensionable compensation for retirement, and will increase by 1.5% points annually. The final annual increase in the contribution rate shall be adjusted as appropriate to reach fifty percent (50%) of normal cost.

2. Final Compensation

   Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 15, 2011, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 15, 2011, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

**Public Employees' Pension Reform Act of 2013 (PEPRA)**

A. PEPRA Definition of "Pensionable Compensation"

Retirement benefit for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United State Code Section 430 (b). The 2013 limits are $113,700 for members subject to Social Security and $136,440 for members not subject to Social Security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

B. Alternate Retirement Program – New Employees

Employees first hired on or after July 1, 2013, shall not be subject to the Alternate Retirement Program (ARP). Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon completion of the twenty-four (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the 47$^{th}$ month of employment and ending on the last day of the 49$^{th}$ month of employment following his or her initial ARP hire date.

C. Equal sharing of Normal Cost

As stated in Government Code Sections 7522.30 and 20683.2, equal sharing between the State employer and State employees of the normal cost of the defined benefit plans shall be the standard for all plans and employees. It shall be the standard that all employees pay at least fifty percent (50%) of the normal cost and the State employer shall not pay any of the required employee contributions. "Normal cost" is determined annually by CalPERS.

**10.06 Parental Leave**

A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for purposes of pregnancy, adoption, childbirth, or the recovery therefrom, for a period not to exceed one (1) year. The employee shall provide substantiation to support the request for parental leave. Requests for parental leave must be submitted no later than forty-five (45) days following the birth or adoption of the child. Any leave approved under this provision shall count toward leave time permitted under the State and Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

**10.07 Bereavement Leave**

A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary employee due to the death of his/her parent, step-parent, spouse, child, brother, sister, foster parent, guardian, stepchild, adopted child, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, or death of any person residing in the immediate household of the employee at the time of death. The employee shall give notice to his/her immediate supervisor as soon as possible and shall provide substantiation to support the request.

Such absence for bereavement leave with pay shall be limited to not more than three (3) work days per occurrence during the fiscal year. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles from his/her home, upon request, a leave with pay shall be granted for two (2) additional days which shall be deducted from accrued leave other than sick leave.

B. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary employee due to the death of his/her grandparent, mother-in-law, father-in-law, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew. The employee shall give notice to his/her immediate supervisor as soon as possible and shall provide substantiation to support the request.

Such absence for bereavement leave with pay shall be limited to not more than three (3) work days during the fiscal year. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles from his/her home, upon request, a leave with pay shall be granted for two (2) additional days which shall be deducted from accrued leave other than sick leave.

C. If additional bereavement leave is necessary, the employee may use accrued vacation, compensating time off, or take an authorized leave without pay, subject to the approval of the Appointing Authority.

D. Fractional time base (part-time) employees will be eligible for bereavement leave pursuant to paragraphs A., B., and C. above on a pro rata basis, based on the employee's fractional time base. (See DPA Management Memo 83-7-1 for fractional time base employees.)

E. An employee may use accrued vacation credits, holiday credits, or CTO in the case of the death of his/her foster sibling, spouse's grandparent or any near relative who raised the employee.

F. Intermittent employees may only be granted bereavement leave if prescheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on that day(s). Intermittent employees who are not prescheduled may only be granted bereavement leave for days when their name comes up on a rotation list and only for those hours the employee would work on that day(s).

**10.08 Unpaid Leaves of Absence**

A. The Appointing Authority or designee may grant an unpaid leave of absence for a period not to exceed one (1) year to an employee having permanent civil service status. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.

B. An unpaid leave of absence may be granted for, but is not limited to, the following reasons:

1. CCPOA approved union activity;
2. Temporary incapacity due to illness, injury, or participation in an EAP program when the employee is unable to perform his/her duties;
3. Loan to another governmental agency for performance of a specific assignment;
4. Seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
5. Education; or
6. Research project.

C. Except as provided in B. above, an unpaid leave of absence shall not be granted to an employee who:

1. Is accepting some other position in State employment;
2. Is leaving State employment to enter outside employment; or
3. Does not intend, nor can reasonably be expected, to return to State employment before the expiration of the unpaid leave of absence.

D. A leave of absence shall be terminated by the department head or designee:

1. At the expiration of the leave; or
2. Prior to the expiration date with written notice to the employee at least twenty-one (21) calendar days prior to the effective date of the revocation. An unpaid leave of absence may be terminated or extended by the employee with the approval of the department head or designee. Except in emergencies or layoff situations, an unpaid leave of absence for union activity shall not be terminated by the department head or designee prior to the expiration date.

E. An unpaid leave of absence, so granted, shall assure the employee the right to his/her former position upon termination of the leave. For purposes of this section, "former position" is defined in Government Code Section 18522.

F. An employee who is granted an unpaid leave of absence for union activity shall continue to accrue seniority solely for the purpose of watch assignment, vacation scheduling and overtime scheduling.

**10.09 Jury Duty**

A. An employee who is required to report physically for jury duty on a day he/she is scheduled to work shall be entitled to jury duty leave with pay. Jury duty leave shall not be authorized unless supported by written documentation (such documentation as jury summons and/or letter of request to serve).

B. An employee who is called/summoned to serve on jury duty must notify the watch office as soon as possible after receiving notification, but no less than three (3) work days prior notice. With the exception of Fire Captains, employees will be placed on second watch, with Saturday and Sunday as Regular Days Off (RDOs) on the first day that he/she could be required to report physically for jury duty. If the employee is currently on second watch, his/her RDOs will be changed to Saturday/Sunday.

C. The employee is responsible for notifying the watch office on a daily basis whether or not he/she will be available for work on the following day. Except for Fire Captains, if the employee is not scheduled for actual jury duty on a particular day, the employee will be assigned second watch duties. For 7k exempt Fire Captains who work twenty-four (24) hour shifts, the time served on jury duty on a scheduled work day shall be counted as time worked. Upon completion of jury duty for the day, the Fire Captain shall report to work for the remainder of the shift.

D. For the purpose of this section, an employee summoned to jury duty who does not serve for a full day or who is placed on “on-call” status shall return to work to complete his/her eight (8) hour work day if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the work day and if the employee’s supervisor or higher person in the chain of command concurs. Concurrence will not be unreasonably withheld.

E. Jury fees received for services shall be turned over to the State. Allowances paid by the court or county for lodging, meals and mileage may be retained by the employee.

F. As it relates to jury duty fees only, an employee is not required to remit jury fees if he/she is previously scheduled to be off or voluntarily elects to use accrued vacation time or compensating time off.

G. An employee may be allowed time off without loss of compensation if approved by the Appointing Authority or designee for voluntary jury duty such as grand jury. If approved by the Appointing Authority or designee, paragraphs A. through F. would apply.

H. An intermittent employee shall only be granted jury duty leave if the employee is pre-scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. An intermittent employee shall not be removed from pre-scheduled work hours because he/she is on jury duty.

**10.10 Court Appearances**

A. An employee may be subpoenaed, or required by management, to make a court appearance for a matter related to departmental business. Said time shall be considered Official Business Time. If the employee works the graveyard or swing shift, he/she shall be temporarily assigned work hours to cover the time scheduled for court appearances.

B. For the purpose of this section, an employee subpoenaed or required by management, to appear in court who does not serve for a full day, or who is placed on "on-call" status, shall return to work to complete his/her eight (8) hour workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday, and if the employee's supervisor or higher person in the chain of command concurs. Concurrence will not be unreasonably withheld.

C. For the purpose of pay, time in court or awaiting court appearance related to departmental business, shall be considered as work time and thus compensable.

D. An employee using a personal vehicle to travel to court shall be entitled to mileage in accordance with the provisions of the Business and Travel Expense Provision of this MOU. Mileage may be authorized from home to court and return, or from office/institution to court and return, whichever is the shortest distance.

E. Upon receipt of a subpoena, the employer will notify the employee as soon as is reasonably possible. An employee receiving personal service of a subpoena will notify his/her supervisor as soon as is reasonably possible.

F. Whenever an employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearances. This section shall not be applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

**10.11 Holidays**

A. All full-time employees shall be entitled to such holidays with pay as provided herein, in addition to any official State holidays declared by the Governor.

B. Such holidays shall include:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King's Birthday)
3. Third Monday in February (Washington's Birthday, observed)
4. March 31 (Caesar Chavez Day)
5. Last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. First Monday in September (Labor Day)

8. November 11 (Veteran's Day)

9. Fourth Thursday in November (Thanksgiving Day)

10. Fourth Friday in November (Friday after Thanksgiving Day)

11. December 25 (Christmas Day)

C. In addition to the holidays provided in B. above, each employee, upon completion of six-months of his/her initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year, which would be posted in the following pay period. The personal holiday shall be credited to each full-time employee on the first day of July. Such credit shall be recorded as holiday credit.

D. Effective July 1, 2011, observation of holidays for employees working in non-posted assignments not funded for holidays:

1. When November 11 falls on a Saturday, full-time employees shall be entitled to observe the preceding Friday as a holiday with pay.

2. When a holiday falls on a Sunday, full-time employees shall be entitled to observe the following Monday as a holiday with pay.

3. When a holiday other than November 11 falls on a Saturday, full-time employees shall accrue eight (8) hours of holiday credit.

4. Employees working alternate work schedule (i.e., for 4/10) shall be allowed to utilize accrued leave credits (except for sick leave) on the holiday to maintain the alternate schedule.

E. Full-time employees working in a posted position who are required to work on a holiday whether as part of his/her normal schedule or on an overtime basis shall be entitled to eight (8) hours of holiday pay. An employee who works more than eight (8) hours on a holiday shall receive an hour of holiday pay for every hour worked over eight (8) hours. If an employee swaps on a holiday, the holiday pay shall be paid to the employee who physically worked the holiday shift (Consistent with Section 11.04 (A)(3)). Employees who work their normal schedule shall have no diminution in wages as a result of this section.

F. Less than full-time employees shall receive holidays in accordance with existing CalHR Rules.

G. Accrued holiday credits are not subject to State-initiated buyback without prior approval of the employee.

H. Each institution shall have a system for scheduling or "burning" all or part of an employee's accumulated holiday credit.

I. Holiday credit may be utilized in fifteen (15) minute increments.

**10.12 Subpoena**

A. Upon service of a subpoena on an employee to testify at an arbitration, SPB, Public Employment Relations Board (PERB), or Legislative hearing, the State shall release the subpoenaed employee without loss of compensation.

B. If a witness has been subpoenaed before one (1) of the forums mentioned in paragraph A. above, and consents to be interviewed by CCPOA prior to the hearing, CCPOA shall be entitled to interview the witness in private, without a representative of the Appointing Authority present, unless the witness requests otherwise. Interviews of subpoenaed witnesses shall be at times and places reasonable for the witness and for the Appointing Authority.

C. If the subpoenaed employee is scheduled to work at the same time that the hearing is scheduled, and the subpoenaed employee is not likely to be immediately called to the witness stand, the State may, with the concurrence of the Appellant's attorney, return the subpoenaed officer to his/her duty post subject to recall upon notice by either the Appellant's representative or the Department's representative.

D. Whenever an employee is served with a subpoena which compels his/her presence as a witness, unless he/she is a party or expert witness, such employee shall be granted a leave of absence with pay in the amount of the difference between the employee's regular earnings and any amount he/she receives for such appearances. This section shall not be applicable to appearances for which the employee receives compensation in excess of his/her regular earnings.

**10.13 Release Time Bank**

A. A CCPOA release time bank shall be established to which employees may contribute any earned, leave credits, with the exception of sick leave. The contributions shall be in two (2) or more hour increments. Contributions in fractions of hours will not be allowed. Contributions to the release time bank shall be computed once a month, provided they are received by the second Friday of that month.

B. Establishing the Bank

CCPOA shall make available to Bargaining Unit 6 employees an information sheet explaining the means by which an employee may contribute time into the release time bank. CCPOA shall make forms (with built-in carbon copies) available for that purpose. When an employee desires to make a contribution to the release time bank, the employee will complete the three-part form provided by CCPOA and give this form to a Unit 6 steward. The Unit 6 steward will deliver the form to the institution, facility, camp, or parole personnel. The personnel office will determine that the employee authorizing the release time bank contribution has the earned CTO and/or vacation time (depending upon the number of hours desired to be contributed by the employee), prior to posting the contributed time to the release time bank. Employees may voluntarily execute such forms to authorize transfer of existing CTO hours and/or vacation credits. The form shall provide a space to indicate the amount and type (CTO and/or vacation) of time contributed. Each party to this MOU shall be responsible for jointly creating a

record keeping system. Records shall be compared, verified, and adjusted/corrected as the parties agree is necessary.

C. Withdrawal From the Bank

Any of five (5) designated CCPOA paid representatives or Bargaining Unit 6 representatives may authorize time withdrawal from the release time bank for use of a Unit 6 employee to conduct bona fide Association business. CCPOA shall notify the departments' labor relations office of the identity of the five (5) representatives by August 1, of each year. Employees authorized may be released with seven (7) days or more advance notice for regular, ongoing time off, or twenty-four (24) hours on an ad hoc basis. There will be no releases with less than twenty-four (24) hours' notice unless approved by the Undersecretary or his/her designee. In all cases, the granting of time off shall be subject to the approval of the Hiring Authority, operational needs, emergencies or other standards limiting usage. CCPOA authorization for use of bank time shall be provided to the local labor relations officer, or person designated by the Warden/Superintendent/Regional Administrator, by one of the five (5) authorized CCPOA representatives, in writing, on a form provided by CCPOA and mutually approved by the parties. In no case shall the State employer be required to release an employee if:

1. It would require that the State employer fill the released employee's position at time and one-half (1½) and CCPOA is unwilling to reimburse the State hour for hour.

2. If there is no time credited to the bank at the time of the request.

Time drawn from the release time bank shall be in four (4) hour increments for the purpose of travel and eight (8) hour increments for all other purposes. No more than two (2) employees per facility or parole region shall be released at one time with the exception of CCPOA's annual convention (when 10 members per Chapter shall be released using ART or RTB) unless approved by the Undersecretary or his/her designee. The State employer shall not withhold usage of release time bank time for unreasonable or capricious reasons. CCPOA agrees that CCPOA shall not cause, through the application of this clause, the State employer any undue burden in carrying out the mission of the Departments.

**10.14 Union Paid Leave**

CCPOA shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a CCPOA bargaining unit official or steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this MOU. A union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:

1. The department head or designee receives a written request, signed by the employee and the authorized CCPOA representative, two (2) weeks prior to the planned effective date of the leave.

2. A union leave shall assure an employee the right to his/her former position upon termination of the leave. The term “former position” is defined in Government Code Section 18522.

3. CCPOA shall repay union paid leave under this section at one hundred and thirty two percent (132%) of base salary, within thirty (30) calendar days of receiving a billing statement.

4. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee’s Appointing Authority.

5. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.

6. Employees on a union leave shall suffer no loss of compensation or benefits.

7. Whether or not time for a union leave is counted for merit purposes shall be determined by SPB and such determination shall not be grievable or arbitrable.

8. Employees on union leave under this provision and CCPOA shall waive any and all claims against the State for Workers’ Compensation and Industrial Disability Leave.

9. In the event an employee on a union leave, as discussed above, files a Workers’ Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a union leave, CCPOA agrees to indemnify and hold harmless the State of California or agencies thereof, from both Workers’ Compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

**10.15 Catastrophic Time Bank**

A. If an employee is catastrophically ill or injured, or if the spouse, child or any person residing in the immediate household of such an employee becomes catastrophically ill or injured, employees shall be allowed to donate an unlimited amount of CTO, PLP, holiday credits, or vacation credits, or any other compensable leave credits, per individual case, with the Appointing Authority’s approval, in accordance with departmental policies and under the following conditions:

   1. The donation must be in whole hours.

   2. Transfer of vacation, CTO, PLP, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.

   3. Employees receiving the donations may receive an unlimited number of donations in hours. The donated hours can only be used after the affected employee’s leave credits have been exhausted, and may not exceed one

(1) calendar year. If the need still exists, a new Catastrophic Time Bank (CTB) may be initiated in the following year with the Appointing Authority's approval.

4. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department.

5. This section is not subject to the grievance and arbitration article of the MOU.

B. Termination:

The CTB shall be terminated when the specific need no longer exists. The CTB shall be closed to donations upon the death of the ill or injured employee/recipient, but the remaining, donated CTB credits shall become part of that employee's estate.

C. Unused CTB Donations:

Upon return to work, and when specific need no longer exists, placement on IDL or disability retirement, of the employee/recipient, the employee/recipient shall not retain donations that are being held and have not been used. The unused CTB donations shall be returned to the appropriate donor on a last received, first returned basis.

D. In cases of natural disasters where the Governor has declared a state of emergency, employees living in the area of the declared emergency and who have suffered damage to their principal residence may be eligible for catastrophic time bank donations consistent with paragraphs A. through C. above, except that the employees need not have exhausted sick leave credits.

### 10.16 Youth Correctional Counselor/Youth Correctional Officer Use of Leave Credits

Youth Correctional Counselors/Youth Correctional Officers may submit in writing, to the appropriate supervisor, a request to use leave credits, excluding vacation, at least twenty (20) days prior to the issue of the work schedule. The granting of leave credits will be consistent with appropriate resources and not in conflict with previously scheduled time off nor allocated blanket resources for projected vacations. This provision does not prohibit the employer from scheduling leave credits, with the approval of the employee, excluding vacation, for the benefit of schedule management.

### 10.17 Absences for Duty in the Uniformed Services

A. **GENERAL:** The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) which is found at Title 38 U.S. Code, Chapter 43, Sections 4301-4333 covers rights and obligations of employees who are absent while serving in the Uniformed Services and the obligations of their employers. (See appendix #6.) For California State employees USERRA is supplemented by the California Government Code Sections 19770 through 19786.

This section of the MOU serves as a summary of the relevant duties and obligations of both the employee's and employer under the law.

1. Service in the Uniformed Services (military service) means the performance of duty in a Uniformed Service. The Uniformed Services consists of:

    a. Army, Navy, Air Force, Marine Corps, or Coast Guard

    b. Army, Navy, Air Force, Marine Corps, or Coast Guard Reserve

    c. Army or Air National Guard

    d. Commissioned Corps of the Public Health Service

    e. Others as designated by the President in time of war or emergency.

2. Duty in the Uniformed Services (military service) can be voluntary or involuntary and consists of the following:

    a. Active duty (including initial or reoccurring training)

    b. Inactive duty training

    c. Absence from work for an examination to determine a person's fitness for any of the above types of duty.

B. **ADVANCE NOTICE OF MILITARY LEAVE:** Unless prevented by "military necessity," or in cases where advance notice is unreasonable or impossible, the employee is required to provide the employer with advanced notice of all military service.

1. Notice may either be written or oral. The notice may be provided either by the employee or by an appropriate officer of the branch of military service in which the employee will be serving.

2. USERRA does not specify a minimum period of time for advanced notice. Employees are expected to make a good faith effort to notify their employer when they are notified or volunteer for military service.

C. **LEAVE FOR MILITARY SERVICE:** Once an employee has been scheduled for military service the Department is required to approve leave for the employee to complete their service commitment.

1. Employees are allowed, but not required, to use accrued leave credits (other than sick leave) to complete their military service commitment. Employees may, at their discretion, elect to take a leave without pay while performing military service.

2. The employee must actually attend and complete the military service on the scheduled dates. The employee shall not obtain approval to fulfill military service obligations on a Saturday and/or Sunday, then complete his/her military obligation (without the department's knowledge) on the employee's RDOs (if other than Saturday and/or Sunday), and then use the pre-approved Saturday and/or Sunday leave for non-military, personal

reasons. If an employee fails to notify management that the time on the weekend is no longer required for attendance at a military obligation, and still takes the time off, the employee may be subject to discipline.

a. For example, an employee's RDOs are Tuesday/Wednesday and he/she is scheduled to attend a weekend drill on Saturday/Sunday. Then this employee subsequently fulfills his/her drill obligation by attending pre-drill or post-drill on his/her RDOs on Tuesday/Wednesday. This employee is then required to notify State management of this change as soon as possible. Authorization to use leave credits to cover the Saturday/Sunday drill period is thus automatically rescinded.

D. **SICK LEAVE DURING MILITARY SERVICE:** If an employee becomes unable to fulfill his/her scheduled military service obligation due to illness/injury, the employee is required to notify their employer so the absence can be appropriately recorded as sick leave. The employee must submit, with the 998A form, verification from the military confirming his/her absence from military service was due to illness or injury.

E. **REPORTING BACK TO WORK AFTER MILITARY SERVICE:** Time limits for reporting to work after military service depend on the length of the military service completed.

1. For periods of service less than 31 days, and fitness examinations, the employee must report to work at the beginning of the regularly scheduled work day following completion of the service plus a period for safe transportation to the person's residence and an additional 8 hours rest period.

a. As an example, an employee may be released from military service duty at 5:00 p.m. Sunday and arrive home at 8:00 p.m. Sunday, after a three hour commute. Once the employee has arrived home he/she is entitled to an eight hour rest period. After the rest the employee must report to the employer no later than the beginning of the first regularly scheduled work day. In this case an employee could be required to report to work at 6:00 a.m. on Monday morning.

2. For periods exceeding thirty (30) days reference USERRA.

F. Upon request, an employee who is scheduled for weekend military duty will be placed on second watch with Saturday and Sunday as his/her Regular Day Off (RDO) for only the workweek in which the weekend military duty is scheduled.

G. Where State or Federal Law is inconsistent with the language of this section, employees shall be able to take advantage of whichever offers the most benefits.

### 10.18 Annual Leave - Enhanced NDI

A. Annual Leave

1. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the Annual Leave Program at any time. New employees may elect to enroll in the Annual Leave Program following the equivalent of completion of six (6) months of full-time employment. One hundred sixty (160) hours of paid employment equals one (1) month of full-time employment for employees who work on an intermittent basis. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced non-industrial disability insurance (NDI) benefit (50% of gross salary) upon serving a waiting period of ninety (90) consecutive calendar days. If the employee files a claim for NDI benefits between the effective date of enrollment in annual leave and the end of the waiting period, the standard NDI benefit shall be payable. This waiting period does not apply to any employee who was enrolled in the Annual Leave Program upon appointment in a position requiring mandatory participation.

2. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this provision in accordance with the following schedule:

| | |
|---|---|
| 7 months to 3 years | 12 hours per month |
| 37 months to 10 years | 15 hours per month |
| 121 months to 15 years | 17 hours per month |
| 181 months to 20 years | 18 hours per month |
| 241 months and over | 19 hours per month |

Notwithstanding the above, on the first day of the July pay period each year of this MOU, Unit 6 employees shall accrue one (1) hour less of annual leave than identified in the schedule above.

For each employee in Unit 6 on the first day of the July pay period, the employer shall credit the union's Release Time Bank in Article 10 with one (1) hour.

Part-time and hourly employees shall accrue proportional annual leave credits. Employees who work on an intermittent basis shall receive annual leave credits in accordance with leave accrual schedule in paragraph A. 2. above, on the basis of one hundred sixty (160) hours of paid employment equals one (1) month of full-time employment. Employees shall have the continued use of any sick leave accrued as of the day before participation in the program in accordance with applicable laws, rules or Memorandum of Understanding.

Employees' accrued vacation leave will be converted to annual leave, however, HOL, PLP, excess, or other accrued leave balances will be retained or accrued as before participation in the program.

CalHR rule or Memorandum of Understanding shall provide all provisions necessary for the administration of this section.

3. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in CalHR Rules 599.608 and 599.609.

4. Employees working less than full-time or who work in multiple positions accrue annual leave in accordance with the applicable CalHR rules.

5. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year.

6. Upon termination from state employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.

7. The time when annual leave shall be taken by the employee shall be determined by the Department head or designee.

8. Annual leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of seniority set forth in Article XII Section 12.01 of this Agreement.

9. Each department head or designee will make every effort to act on an annual leave request in a timely manner.

10. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Article X Section 10.02 B. and 10.02 C. of this Agreement.

B. Enhanced Non-Industrial Insurance (NDI)

1. This enhanced NDI provision is only applicable to employees participating in the Annual Leave Program referenced in A. above.

2. Once enrolled in annual leave and for periods of disability commencing on or after ratification of this MOU, an employee shall become entitled to an enhanced NDI benefit (50% of gross salary) upon serving a waiting period of ninety (90) consecutive calendar days. If the employee files a claim for NDI benefits between the effective date of enrollment in annual leave and the end of the waiting period, the standard NDI benefits shall be payable. This waiting period does not apply to any employee who was enrolled in the Annual Leave Program upon appointment in a position requiring mandatory participation.

3. The enhanced NDI payments at fifty percent (50%) of the employees gross salary are payable monthly for a period not exceeding twenty-six (26) weeks for any one (1) disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to one hundred percent (100%) income replacement. At the time of an enhanced NDI claim an employee may elect either the fifty percent (50%) enhanced NDI benefit rate or a supplementation level of seventy-five percent (75%) or one hundred percent (100%) at gross pay. Once a claim for enhanced NDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period. The provisions contained in Article XI, Section 11.08, do not pertain to sick leave credits that are utilized to supplement IDL or enhanced NDI benefits.

4. The employee shall serve a seven (7) consecutive calendar day waiting period before enhanced NDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic.

5. If the employee elects to use annual leave or sick leave credits prior to receiving enhanced NDI payments, he or she is not required to exhaust the accrued leave balance.

6. Following the start of enhanced NDI payments an employee may at any time switch from enhanced NDI to sick leave or annual leave but may not return to enhanced NDI until that leave is exhausted.

7. In accordance with the State's "return to work" policy, an employee who is eligible to receive enhanced NDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which when combined with the enhanced NDI benefit will not exceed one hundred percent (100%) of their regular "full pay."

   The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

8. If an employee refuses to return to work in a position offered by the employer under the State's injured State Worker Assistance Program, enhanced NDI benefits will be terminated effective the date of the offer.

9. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate

established by the total hours actually employed in the eighteen (18) monthly pay periods (or the total number of pay periods for those employees who have not worked eighteen [18] pay periods) immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for enhanced NDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.

10. All other applicable CalHR laws and regulations not superseded by these provisions will remain in effect.

11. Upon approval of enhanced NDI benefits, the State may issue an employee a salary advance if the employee so requests.

12. All appeals of an employee's denial of enhanced NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights, which are not related to an individual's denial of benefits.

13. Employees who become covered in the Annual Leave Program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.

14. Employees who do not elect the Annual Leave Program will receive NDI benefits in accordance with the current program.

    Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation or sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time. The effective date of these elections shall be the first day of the pay period in which the election is received by the appointing power. Once an employee elects to enroll in either the annual leave program or the vacation/sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from the date of enrollment.

### 10.19 Transfer of Leave Credits Between Family Members

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, personal leave, vacation, and/or holiday credit) may be transferred between family members (donations may be made by a child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297), brother, sister or other person residing in the immediate household in accordance with departmental policies, under the following conditions:

A. To care for the family member's child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household, who has a serious health condition, or a medical leave for

the employee's own serious health condition as defined by the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or for a parental leave to care for a newborn or adopted child.

B. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the supervisor, provide medical certification from a physician to support this request. The department head or designee shall approve transfer of leave credits only after having ascertained that the leave is for an authorized reason. For family care leave for the employee's child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household, who has a serious health condition, this certification need not identify the serious health condition involved, but shall contain all of the following:

1. the date, if known, on which the serious health condition commenced;

2. the probable duration of the condition;

3. an estimate of the amount of time that the health provider believes the employee needs to care for the child, parent or spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother or sister, or other person residing in the immediate household;

4. a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household.

   For the employee's own serious health condition, this certification shall also contain a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. Certification shall also be provided for parental or adoption leaves.

C. Sick leave credits cannot be transferred.

D. The receiving employee has exhausted all leave credits.

E. The donations must be a minimum of one (1) hour and in whole increments thereafter.

F. The donating employee must maintain a minimum balance of eighty (80) hours of paid leave time.

G. Transfer of leave credits shall be allowed to cross-departmental lines in accordance with the policies of the receiving department.

H. The donated hours may not exceed three (3) months. However, if approved by the appointing authority, the total leave credits received may be six (6) months.

I. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. Once transferred, donations will not be returned to the donor.

J. This section is not subject to the grievance and arbitration article of this Contract.

**10.20 Personal Leave Program**

A. Existing Personal Leave Program balances (PLP) (e.g. 1992, 2003, 2010, 2011/furlough and 2012) will continue to be tracked individually for each Unit 6 employee on his/her monthly paycheck.

B. 1992-1995 PLP

Employees shall retain their personal leave balances from the PLP established under Section 16.13 of the 1992-1995 MOU. Employees may continue to request use of PLP credits in accordance with departmental policies for requesting the use of vacation.

Fifty percent (50%) of the personal leave balance described in Section 16.13 of the 1992-1995 MOU accrued by the employee, is not subject to State-initiated buyback without prior approval of the employee.

C. 2010-2012 PLP

The use of the PLP time is subject to supervisory approval, except that appointing powers shall ensure that all PLP time is scheduled and taken prior to separation from State service. PLP time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of PLP time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may schedule employees to take PLP time off to meet the intent of this section. PLP time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 10 (Leaves).

Time during which an employee is excused from work because of PLP time shall not be considered as “time worked” for purposes of determining the number of hours worked in a work week.

Separation:

PLP upon separation shall be subject to the March 26, 2013 PML entitled Unused 2012, 2010, Furlough Hours as referenced in Appendix #8.

D. Disputes:

Disputes regarding the denial of the use of PLP time may be appealed using the grievance procedure. The decision by fourth level shall be final and there may be no further appeals.

## ARTICLE XI
## HOURS OF WORK AND OVERTIME

**11.01 Shift and/or Assignment Changes**

A. The State shall give notice to an employee at least seven (7) calendar days prior to the effective date of a change of shift, RDOs or hours of work. Unexpected changes required by emergencies, or which are due to other unforeseeable circumstances, are exempted from this notice requirement.

B. CCPOA's local Chief Job Steward or designee may waive the notice requirement in any particular instance.

C. In DJJ, an unexpected immediate job change of short duration may occur from time to time. The Department agrees to contact the local Chief Job Steward in each instance where an employee was required to involuntarily report to work on other than the regularly scheduled work shift. Except for emergencies, no employee will be required to involuntarily report to work on a scheduled day off.

On such occasions employees may be requested to report to work on other than their regularly scheduled work shift. Except for emergencies, no employee will be required to involuntarily report to work on other than their regularly scheduled work shift or on a scheduled day off.

The Department agrees to contact the local Chief Job Steward in each instance where an employee was required to involuntarily report to work.

D. The State recognizes the value of flexibility in working hours and days as a means of reducing the use of sick leave. Likewise, the union recognizes the value of having employees report to work as scheduled. The parties therefore agree that an appropriate topic of discussion for the quarterly labor/management committee meeting provided for in Section 5.05 is a "sliding six" schedule for days off and alternative work hours (e.g., 4/10/40). Said discussion will not replace the duty to bargain as otherwise provided for in this agreement.

**11.02 Shift Starting Time at DJJ**

A. DJJ Bargaining Unit 6 staff who are given an assignment by their supervisor (e.g., picking up mail, medication, etc.) after entry into the institution and while in route to their work stations will be paid overtime if they work more than the eight (8) hour shift for the day. This language is not intended to include those shift preparation activities such as, but not limited to, picking up keys, "panic" buttons, signing in at Control, etc.

B. If it becomes apparent to the parties that the Portal to Portal Act contradicts this section, either of the parties may reopen this section.

**11.03 Continuous Hours of Work/Dead Time**

A. Except in the case of an emergency, employees shall not work in excess of sixteen (16) continuous hours in any given twenty-four (24) hour period. In the event employees are involuntarily ordered over, these employees are to be permitted an eight (8) hour break between shifts. With the exception of camps, if the eight (8) hour break extends into the employee's next regularly scheduled shift, the employee shall receive paid administrative time off for the hours of the break that extend into the shift. For example, an employee assigned to a shift beginning at 0600, works a voluntary overtime to 2200 hours, and is involuntarily

ordered to work until 0100 hours; the employee will be permitted a full eight (8) hour break before being required to return to his/her regular work; this employee would not be required to report to work until 0900 and would receive paid administrative time off from 0600 to 0900. However, the parties recognize that informational briefings of fifteen (15) minutes may be added before or after a regular shift, thus extending the sixteen (16) hours up to a maximum of sixteen (16) hours and fifteen (15) minutes.

B. When a double involves one (1) hour or less on dead time, it shall not be counted as work time under this section, but will be paid time under hours of work.

C. Employees shall not be allowed to work more than two (2) “doubles” back-to-back. For the purpose of this section, a double shall be defined as thirteen (13) or more contiguous hours of work which may or may not be broken by dead time. The dead time shall not be counted as work time and not break the continuity of the “double.”

D. The State agrees to make its best effort to reduce or eliminate “dead time” for employees who work involuntary overtime hours. Where dead time exists, the State shall, subject to operational needs, try to schedule the employee to begin the overtime assignment immediately after the end of the employee’s regular shift or hours.

E. Each institution administration and local CCPOA chapter representatives shall meet locally, within the life of this MOU, to make a reasonable effort to reduce the number of start and stop times.

F. The State shall pay employees for up to the first sixty (60) minutes of dead time prior to an involuntary overtime assignment provided the dead time is three (3) hours or less. Unless an emergency situation exists, the employee will not be compelled to work during this dead time. No dead time shall be paid for voluntary overtime assignments.

### 11.04 Exchange of Days Off - Shift Assignment (Mutual Swaps)

A. Employees may be permitted to exchange hours of work of one (1) hour or more with other employees in the same classification or level, performing the same type of duties in the same work area, provided:

1. The employees make a written request to their supervisor(s), at least twenty-four (24) hours prior to the exchange;

2. The supervisor(s) approves the exchange; and

3. The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime or overtime meals, shift differential) which they would not have otherwise received.

   Holiday pay shall be paid to the employee who physically worked the holiday consistent with section 10.11(E).

4. An employee may have no more than two (2) persons working for them during a shift.

B. Once approved, shift changes shall not be subjected to further review, except for operational needs. If a shift swap is denied, the supervisor denying the swap shall state the reason for the denial on the written request.

C. Shift assignment positions under this Article are limited to:

1. Correctional Officers
2. Youth Correctional Counselors
3. Youth Correctional Officers
4. Medical Technical Assistants
5. Fire Captains

D. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap, and provides proper medical verification, he/she shall be subject to repaying the actual length of the shift (e.g., eight [8] hours for an eight [8] hour shift, or ten [10] hours for a ten [10] hour shift). The swap sheet shall inform the individuals swapping that the employee who fails to pay back the swap shall be subject to repaying the actual length of the shift. The State shall first use the appropriate, accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. Once reimbursement is made by the employee, the employee may not be subject to adverse personnel action for this incident.

In the event the employee fails to show because of illness or injury, he/she shall be required to provide a medical verification in accordance with section 10.02 of the MOU. If the employee fails to provide medical verification, the employee shall be charged twelve (12) hours of the appropriate leave credits.

E. All swaps must be paid back within ninety (90) calendar days. Where the pay back cannot be accomplished without overtime being earned by one (1) or both of the affected employees the requested swaps shall be denied.

F. Probationary employees normally shall not be allowed to exchange hours of work with other employees in the same classification or level at all during the first three (3) months of their probationary period. During the remainder of an employee's probationary period, the employee shall be allowed up to one (1) swap per week.

**11.05 Overtime Checks**

Each institution shall make its best effort to process employees' overtime checks in the shortest possible time. Overtime checks shall be released to the employee as soon as possible following their receipt and expeditious processing at the institution/facility/camp office.

Upon notice from CCPOA, the State agrees to meet at a job site where issuance of overtime checks is consistently beyond the 15th of the month for the purpose of developing a mutually acceptable overtime check distribution process. Part of this

process may include Express Service (mail, delivery service, or personal service) to the Controller's Office and, if possible, from the Controller's Office.

### 11.06 Unused CTO

The employer retains the option to "buy-back" employees' accumulated CTO at or near the end of each fiscal year. In no case, except with approval of the affected employee, shall the employer, through the "buy-back" process, reduce an employee's CTO balance to less than forty (40) hours.

### 11.07 IST Overtime

Training of employees may be conducted either during regular work hours or during the employee's off-duty hours.

A. An employee shall be compensated for all training received during off-duty hours when directed by management to attend the training during those hours.

B. When an employee is directed to attend an in-service training course, and the course is only scheduled on the employee's regular day off (RDO), the employee shall be compensated in accordance with existing Call Back Rules.

C. When an employee is directed to attend an in-service training course, and does attend on his/her regular day(s) off, pre-scheduled vacation, CTO, or holiday time, when an opportunity existed to attend in conjunction with his/her regular work hours, the employee will only be compensated for the actual time spent in training.

D. When an employee is required to attend an IST class and the employee is only able to attend the class after an amount of standby (three [3] hours or less), the employee shall be compensated for the standby time, not to exceed one (1) hour, at time and one-half.

### 11.08 Overtime

A. Except for 7k exempt employees, any employee working more than forty (40) hours per week shall receive compensation at time and one-half.

B. 7k exempt employees:

It is in the State's and Union's interest to offer a more efficient and streamlined scheduling model which comports with the State's monthly payroll system. Within sixty (60) days of Total Tentative Agreement, the State and CCPOA will meet to complete the transition plan for applicable classifications from a 28 day work period of 164 hours to a 7 day work period of 41 hours, which will be implemented by the beginning of February 2014.

2013 method

Overtime is defined as any hours worked in excess of one hundred sixty-four (164) hours in a twenty-eight (28) day work period. Additionally, no employee shall be credited less than one hundred sixty-four (164) hours of time worked in

any work period unless he or she was on an unpaid status, during the work period and then only the time on unpaid status shall be deducted from the one hundred sixty-four (164) hours.

2014 method

Overtime is defined as any hours worked in excess of forty-one (41) hours in a seven (7) day work period. Additionally, no employee shall be credited less than forty-one (41) hours of time worked in any seven (7) day work period unless he or she was on an unpaid status, during the work period and then only the time on unpaid status shall be deducted from the forty-one (41) hours.

C. For the purposes of computing the number of hours worked, time when an employee is excused from work because of the use of any leave credits shall not be considered as time worked by the employee for the purposes of determining if overtime has been earned.

2013 method:

The method of calculating the hourly overtime rate shall be based on the one hundred sixty four (164) hour work period according to the following formula:

Monthly salary + monthly differentials (except shift differential received) x 12 = annual salary divided by 13 = salary per 28 work period.

Salary per 28 day work period + shift differential received in the work period divided by 164 hours (hours worked in 28 day work period) = hourly rate of pay x 1.5 = overtime hourly rate.

2014 method:

The method of calculating the hourly overtime rate shall be based on the forty one (41) hour work period according to the following formula:

Monthly salary + monthly differentials (except shift differential received) x 12 = annual salary divided by 52 = salary per 7 day work period.

Salary per 7 day work period + shift differential received in the work period divided by 41 hours (hours worked in 7 day work period) = hourly rate of pay x 1.5 = overtime hourly rate.

D. There shall be no change in the current hourly rate formula used to calculate overtime for non-7k exempt employees.

E. An employee who is required by the supervisor to conduct business telephone calls outside his or her work hours of more than seven and one-half (7½) minutes will receive credit for time worked. This section does not apply when a business call results in a call back to work.

**11.09 Reduced Work Time**

Employees are hereby noticed that they may participate in a reduced work time program pursuant to Government Code Sections 19996.20 through 19996.24. Alleged violations

of these Government Code Sections shall be appealable through the grievance procedure, but are not arbitrable.

**11.10 Definition of Third Watch**

Third watch shifts are defined as 12:00 p.m. (noon) to 8:00 p.m. and 1:00 p.m. to 9:00 p.m. An employee who works such a shift, however, will only be eligible for night shift differential pursuant to the terms of Section 15.08.

**11.11 7k Exemption**

CCPOA and the State agree that the employees listed below are working under the provisions of Section 207k of the Fair Labor Standards Act (FLSA) and the parties acknowledge that the employer is declaring a specific exemption for these employees under the provisions specified herein:

Board Coordinating Parole Agent, Juvenile Justice Parole Board (JJPB)

Casework Specialist

Community Services Consultant

Correctional Counselor I

Correctional Counselor II Specialist

Correctional Officer

Fire Captain, Correctional Institution (except where excluded in Section 17.02 for those working 192/216 hours per work period.)

Fire Services Training Specialist

Medical Technical Assistant

Medical Technical Assistant (Psychiatric)

Parole Agent I

Parole Agent II Specialist

Youth Correctional Counselor

Youth Correctional Officer

A. Work Periods

It is in the State's and Union's interest to offer a more efficient and streamlined scheduling model which comports with the State's monthly payroll system. Within sixty (60) days of Total Tentative Agreement, the State and CCPOA will meet to complete the transition plan for applicable classifications from a 28 day work period of 164 hours to a 7 day work period of 41 hours, which will be implemented by the beginning of February 2014. References to both of the work periods that will be in place during this contract are incorporated below.

The work period for employees identified above shall be one hundred sixty four/forty one (164/41) hours in a recurring twenty-eight/seven (28/7) day period.

B. Work Schedules for Posted Employees (CO, Fire Captain Correctional Institution [except those excluded in Section 17.02], MTA, YCC, YCO)

1. Institutional Based (including Institutional Based Camps and Fire Captains) employees shall be scheduled for one hundred sixty-four (164)/forty-one (41) hours per work period in the following manner:

   a. One hundred sixty (160)/forty (40) hours per work period of regular posted duty in accordance with applicable MOU sections.

   b. Four (4)/one (1) hour(s) per work period to allow for pre and post work activities. This section shall not result in changes to the shift start/stop times.

2. Non-institutional Based Employees shall be scheduled one hundred sixty-four (164)/forty-one (41) hours per work period in the following manner:

   a. Camps:

   The schedule shall be five (5) consecutive days of a minimum of eight (8) consecutive hours per day scheduled in the following manner:

      (1) One hundred sixty (160)/forty (40) hours per work period of regular posted duty in accordance with applicable MOU sections.

      (2) These employees shall be provided at least fifty-two (52) hours of formal training as described in Section 8.05 of this MOU.

      (3) Four (4)/one (1) hour(s) per work period to allow for pre and post work activities. This section shall not result in changes to the shift start/stop times.

   b. Statewide Transportation Employees:

      Employees shall be scheduled in the following manner:

      (1) One hundred sixty (160) forty (40) hours per work period of regular posted duty in accordance with the applicable MOU sections.

      (2) These employees shall be provided at least fifty-two (52) hours of formal training as described in Section 8.05 of this MOU.

      (3) Four (4)/one (1) hour(s) per work period allow for pre and post work activities. This section shall not result in changes to the shift start/stop times.

C. Work Schedules for Non-Posted Employees (Board Coordinating Parole Agent-JJPB, Casework Specialist, Community Services Consultant, Correctional

Counselor I, Correctional Counselor II Specialist, PA I, PA II Specialist) Fire Service Training Specialist and Headquarter Staff:

Employees shall be scheduled for one hundred sixty-four (164)/forty-one (41) hours of regular posted duty per work period in accordance with other applicable sections of this MOU. These employees shall be provided at least fifty-two (52) hours of formal training as described in Section 8.05 of this MOU.

D. Overtime

1. Overtime is defined as any hours worked in excess of one hundred sixty-four (164)/forty-one (41) hours in a twenty-eight (28)/seven (7) day work period. For the purposes of computing the number of hours worked, time when an employee is excused from work because of sick leave shall not be considered as time worked by the employee. Additionally, no employee shall be credited less than one hundred sixty-four (164)/forty-one (41) hours of time worked in any work period unless he or she was on an unpaid status during the work period and then only the time on unpaid status shall be deducted from the one hundred sixty-four (164)/forty-one (41) hours.

   For the purposes of computing the number of hours worked, time when an employee is excused from work because of the use of any leave credits shall not be considered as time worked by the employee for the purposes of determining if overtime has been earned.

2. 2013 method:

   The method of calculating the hourly overtime rate shall be based on the one hundred sixty-four (164) hour work period according to the following formula:

   Monthly salary + monthly differentials (except shift differential received) x 12 = annual salary divided by 13 = salary per 28 day work period.

   Salary per 28 day work period + shift differential received in the work period divided by 164 hours (hours worked in 28 day work period) = hourly rate of pay x 1.5 = overtime hourly rate.

   2014 method:

   The method of calculating the hourly overtime rate shall be based on the forty-one (41) hour work period according to the following formula:

   Monthly salary + monthly differentials (except shift differential received) x 12 = annual salary divided by 52 = salary per 7 day work period.

   Salary per 7 day work period + shift differential received in the work period divided by 41 hours (hours worked in 7 day work period) = hourly rate of pay x 1.5 = overtime hourly rate.

E. Leave Credits

Employees shall only be required to utilize leave credits for posted duty hours only.

F. Other Provisions

If any court of competent jurisdiction declares that any provision or application of this Agreement is not in conformance with governing law, the parties agree to Meet and Confer immediately pursuant to Section 5.02.

**11.12 Priority Time Off Requests**

A. The State recognizes the value of permitting employees to take short periods of time off (e.g., one shift) using holiday credit, vacation and annual leave for purposes that cannot be foreseen or planned for at the time annual vacation requests must ordinarily be submitted. Likewise the union recognizes the value of having employees report to work as scheduled. The parties therefore agree that each appointing power (or designee) shall meet with the local union chapter president (or designee) within 90 days following ratification of this Agreement. They will meet for purposes of discussing whether a system that results in employees who have sick leave balances of 300 hours or more being able to request and receive priority for time off requested on short notice (i.e., 72 hours) using holiday credit, excess hours, vacation and annual leave is possible and feasible. Such systems shall not conflict with any other provision of this Agreement or result in additional cost to the state (e.g., overtime). Such systems would be in addition to any existing system for scheduling or “burning” employee’s accumulated holiday or vacation credit.

B. This section shall be considered a prelude to, rather than a substitute for the duty to bargain as otherwise required by this Agreement.

**11.13 Callback Time**

A. An employee in Bargaining Unit 6 who has completed a normal work shift or is on an authorized day off, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of the work shift.

B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.

C. When such an employee is called back within four (4) hours of the beginning of the employee’s next shift, call back credit shall be received only for the hours remaining before the beginning of the employee’s next shift.

D. When staff meetings, training sessions, or work assignments are regularly scheduled on an employee’s authorized day off, the employee shall receive call back compensation; when staff meetings and training sessions are regularly scheduled on an employee’s normal work day and outside the employee’s normal

work shift, overtime compensation shall be received in accordance with the provisions of this Agreement, and regulations governing overtime. (7K training that occurs during hours employees must work to satisfy their 7K work period hours does not give rise to callback compensation pursuant to this subsection).

E. If an employee entitled to call back compensation completes the specific task giving rise to his/her call back assignment before four (4) hours has lapsed, the employee will not be required to remain at work until four (4) hours have lapsed unless (1) s/he volunteers; (2) an emergency exists; or, (3) there are operational needs that mean section 12.06 (Involuntary Overtime by Inverse Seniority) is inapplicable.

## ARTICLE XII
## TRANSFER, SENIORITY, OVERTIME AND LAYOFF

### 12.01 Seniority

A. Seniority shall be determined as follows:

1. For all purposes (including but not limited to, layoff, transfer in lieu of layoff, demotion in lieu of layoff), “seniority” shall be determined by total State service in classes represented by Unit 6 (R06), classifications identified as S06, and in CO classes as defined by Section 830.5 of the Penal Code, regardless of when such service occurred.

2. “Total State Service” is calculated as the period of time since the hire date, for which the employee has earned qualifying pay periods, as defined in paragraphs 3. and 4. below.

   a. An employee shall not accrue seniority points during a break in service.

   b. Those employees who were on qualified military leave shall accrue seniority points throughout the time they were on military leave. Additionally, military leave throughout this period shall not be considered a break in service for definition purposes of this Section 12.01.

   c. An employee on leave for union business shall continue to accrue seniority.

   d. During layoff processes, Bargaining Unit 6 seniority shall include any service time credited in accordance with Government Code Section 19997.6.

3. Full-Time Employees’ Seniority Accrual: In determining seniority scores for full-time employees, one (1) seniority point shall be awarded for each qualifying monthly pay period of full-time State service in classifications defined in paragraph 1. above. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive work days

falls within two (2) consecutive pay periods, the second pay period shall be disqualified. This definition shall apply to all of the employee's work history regardless of when it occurred.

4. Intermittent Employees' Seniority Accrual: Seniority points for time served as a PIE will be awarded as follows:

   a. For hours worked prior to the April 1999 pay period: Intermittent employees shall be awarded one (1) seniority point for each qualifying monthly pay period of state service in classifications defined in paragraph 1. above. A pay period in which an intermittent employee works one hundred sixty (160) or more hours will be considered a qualifying pay period. The hours in excess of one hundred sixty (160) hours in a monthly pay period shall not be counted or accumulated.

   b. For hours worked on or after the April 1999 pay period, unless extended by mutual agreement: Intermittent employees shall be awarded one (1) seniority point for each qualifying monthly pay period of state service in classifications defined in paragraph 1. above. A pay period in which an intermittent employee works eighty-eight (88) or more hours will be considered a qualifying pay period for the purpose of accruing seniority. The hours in excess of eighty-eight (88) hours in a monthly pay period shall not be counted or accumulated. If an employee works less than eighty-eight (88) hours in a monthly pay period, it shall be a non-qualifying pay period; such hours shall not be counted or accumulated.

5. Ties in seniority shall be broken by first examining each employee's initial hire date. The employee with the earliest initial hire date in a classification defined in paragraph 1 above will be considered the most senior. If a tie still exists, it shall be broken by examining each employee's last four (4) digits of his/her social security number. If a tie still exists, the employee with the lowest middle two (2) digits will be considered the most senior; if a tie still exists, the employee with the lowest first three (3) digits will be considered the most senior.

6. An employee's initial hire date shall be the date the employee was initially hired into a Unit 6 position regardless of breaks in service.

   a. For employees who initially reported to a work site other than an academy, the initial hire date shall be the date they reported to work.

   b. For employees who initially reported to an academy and are subject to the Academy Start Date Settlement Agreement for Correctional Officers, the initial hire date shall be the one that they received through the Settlement Agreement.

   c. For employees who initially reported to an academy and are not subject to the above-mentioned Settlement Agreement, the initial

hire date shall be the date that they originally reported to an academy.

7. Employees claiming they are entitled to seniority credits pursuant to paragraph 6 must supply written documentation evidencing their report date to the academy.

**12.02 Permanent Involuntary Transfer by Inverse Seniority**

A. When there are two (2) or more employees in a class, and the Department determines an involuntary transfer to a position in the same class is required, or to an appropriate class as designated by the SPB, in a location which reasonably requires that an employee change his/her place of residence, or which involves a change in the Appointing Authority, the method of selecting the employee for transfer shall be by inverse seniority, except where precluded by operational needs of the departments or in emergency situations under existing Government Code Sections and CalHR Rules.

B. For reimbursement purposes only, existing CalHR and Victim Compensation and Government Claims Board rules shall be utilized to determine whether a transfer reasonably requires the involuntarily transferred employee to change his/her place of residence.

C. In the event the State needs to staff a new facility, the parties mutually agree to Meet and Confer to develop a mutually satisfactory method which takes into consideration voluntary transfers, involuntary transfers by inverse seniority and transfers required to meet operational needs.

**12.03 Temporary Involuntary Reassignments and Transfers**

A. For the purposes of this section, temporary transfer or reassignment is a change in institution, camp or community-based program or office of not more than thirty (30) workdays. This time frame can be extended for particular involuntary reassignments through mutual agreement of the parties.

B. In all cases, the State shall first attempt to fill vacant positions through voluntary means.

C. If a position cannot be filled through voluntary means, and the temporary assignment or transfer requires the employee to be away from his/her permanent place of residence, the method of selecting the employee for transfer shall be by inverse seniority, except where precluded by the operational needs of the departments or in emergency situations.

D. Employees who are involuntarily assigned shall receive short term per diem for the duration of their assignment. Consistent with the parties' prior statewide agreement, during the temporary involuntary assignment period(s), reimbursement for the number of miles driven in excess of the employee's normal commute (roundtrip) will be authorized once every two weeks.

E. Should the temporary involuntary transfer or reassignment require a temporary change of residence, and be within one (1) of the parole divisions of the department, the State and CCPOA shall Meet and Confer to identify the pool of

employees (the region or area) from which the person(s) to be involuntarily transferred on a temporary basis shall be drawn. In any event, the person(s) selected shall be picked by inverse seniority based on time in Unit 6.

F. No employee may be transferred or reassigned under this section more than one (1) time per fiscal year.

G. This section shall not affect any per diem right the employee may have.

**12.04 Employee Requested Transfers Between Appointing Authorities**

A. The State has varying business needs to fill vacant positions by using existing eligible lists, involuntary transfers, reassignments or other selection methods. A part of these needs may be to fill a position for such reasons as balancing the work force or pre-announced special skills, abilities or aptitudes.

The parties acknowledge that the needs of the State must be given first priority when the State deems it necessary to fill a vacant position. The parties further acknowledge the varying employee desires to permanently transfer to another location, within the employee's department and classification, which the employee deems more desirable. Therefore, the following procedure is established to facilitate employee requests to transfer to a position within the employee's classification and department at another location.

B. Unit 6 employees desiring to transfer shall apply in writing in a manner prescribed by the State to the Appointing Authority of the location to which the employee desires to transfer. Such requests shall be to permanent positions in the same department within the employee's same classification. The employee's written requests shall be processed within thirty (30) days of submission and placed in seniority order with those of others who have similarly filed a request to the same position at the location. The Appointing Authority or designee shall provide the employee submitting a request for transfer a date-stamped or initialed and timed copy of the first page of the transfer request. Employee requests shall be kept on file at the location through June 30 of each fiscal year or removed earlier at the request of the employee. At the request of the CCPOA Chapter President, the location of employee transfer files will be furnished to the Chapter President.

C. The State agrees to fill vacancies in the CO, YCO, MTA and YCC classifications by either lateral transfers, list appointments, reinstatements, permanent full-time appointments from the academy, or offering full-time appointments from the academy, or offering full-time employment to PIEs. In the interest of facilitating lateral transfers, five (5) of every ten (10) vacancies filled in the CO, YCO, MTA and YCC classifications must be via lateral transfers, except in the event of a lateral transfer freeze at DJJ. In order for the State to institute a lateral transfer freeze at a particular DJJ Facility, said Facility must have a 10% or higher vacancy rate with respect to the positions identified on the Master Assignment Roster or DJJ Staff Schedule. This shall not preclude filling of vacancies at a higher ratio than specified. Offers to fill by lateral transfers will be made on a seniority basis consistent with B. above. A reconciliation of the lateral transfers

will be made six (6) months after ratification of the MOU and every six (6) months thereafter with each local Chapter President and the Appointing Authority.

D. When lateral transfer is the means being used to fill a vacant position, the most senior employee with a request to transfer on file at that location shall be transferred provided that (1) the employee is not currently under investigation for misbehavior which could lead to adverse action, (2) has not had an adverse action in the last three (3) years and (3) has not had an overall substandard performance evaluation in the preceding 12 months.

E. A PIE may submit a lateral transfer package using the process described in this Article provided the employee has successfully completed probation, is not currently under investigation, and does not have a pending adverse action. Selection of PIEs is at the discretion of the Appointing Authority.

F. If the State chooses to fill vacant positions by transfers, but has specified the need to fill positions based on special skills, abilities or aptitudes, paragraph C. and D. above need not apply.

G. Those employees who obtained employee-requested transfer under the provisions of this section shall not be eligible to utilize the provisions of this section for a period of one (1) year from the effective date of such transfer unless the employee has demonstrated a hardship that did not exist at the time of the initial transfer.

H. This procedure may be superseded in favor of an employee requesting a transfer based on a bona fide hardship. If the matter is contested, the Appointing Authority or designee shall explain the basis for the waiving of this section to CCPOA's local Chief Job Steward or designee and/or CCPOA's representative.

I. Travel Time Allowance: Upon request, the State may authorize an employee to take a reasonable amount of vacation, PLP, CTO, or holiday time off between transfers from one (1) institution to another where the transfer requires the employee to move his/her residence. Such requests will not be unreasonably denied, by the receiving institution.

**12.05 Voluntary Overtime By Seniority**

A. Employees in Bargaining Unit 6 shall be assigned voluntary overtime by seniority except where precluded by operational needs of the departments or in emergency situations. Existing caps on voluntary overtime shall continue; where they do not exist, reasonable caps may be negotiated locally by the parties. There shall be no yearly caps. All other existing rules and policies regarding voluntary overtime continue to remain in effect.

B. In DAI institutions, COs shall not be eligible to accept an overtime assignment when he/she has worked ten (10) overtime shifts (80 hours) within the 28-day/7k work period/month except under the following situation.

When all employees signed up for a voluntary overtime shift meet or exceed the above overtime limits, the voluntary overtime list will be utilized, by seniority, prior to ordering over. Where this section does not abridge a local agreement, the local agreement shall be left intact. Where local caps are higher than the limits in this section, the local agreement shall be opened in order to ensure compliance. Any issue within the local caps agreement that does not deal with the limit of time worked shall only be opened by mutual agreement.

C. Each Appointing Authority or designee will establish a means by which a Bargaining Unit 6 employee may sign up for an overtime shift. The order of call for voluntary overtime shall normally be from the voluntary overtime roster. However, if the overtime assignment becomes available two (2) hours or less prior to the start time of the overtime assignment, the assignment will be offered to the most senior employee whose name appears on the voluntary overtime roster and who is currently on duty.

D. Overtime at camps and community-based programs shall be on a rotational basis.

E. In addition to the above within DJJ, overtime under this provision shall be offered by seniority by classification. When there are no volunteers on the appropriate list within the classification, the Department shall use the following options in descending order:

1. Use the volunteers from an appropriate classification (i.e., Youth Correctional Counselors can work for YCOs and vice versa);

2. Use the involuntary overtime provisions; or

3. Take necessary action to ensure adequate coverage.

F. Existing institutional sign-up procedures and policies in effect during the terms of this MOU will not be changed without local negotiations.

G. When an outside employer engages Unit 6 employees to work for a project on departmental grounds, the employees will be hired on an overtime basis pursuant to this section, or be placed on special assignment to work, and their positions filled behind with a PIE or on an overtime basis pursuant to this section, except if the position is not normally filled behind.

H. Parole Agent Overtime

1. The State shall establish Unit 6 seniority rosters pursuant to Article XII, Section 12.01 of the MOU.

2. Voluntary overtime pertaining to extra work related case coverage shall be assigned in the following order:

a. Agent of Record (AOR)

b. If the AOR declines or is unavailable due to transfer, vacation, regular days off (RDO), sick, injury, light duty or any other specific situations, the extra work (e.g. transportation, investigations, reports, hearings, home visits, monthly stats, etc.), shall be offered to the agent within the AOR's parole unit based on Unit 6 seniority.

c. If all agents within the AOR's unit decline the overtime, the overtime shall be offered to the agent within the AOR's complex based on Unit 6 seniority.

d. If all agents within the AOR's complex decline the overtime, the overtime shall be offered to the agent within the AOR's district based on Unit 6 seniority.

3. Parole Agents shall be assigned voluntary overtime by seniority utilizing the seniority rosters noted in #1 above, except where precluded by operational needs of the Department or in emergency situations. However, if the overtime assignment becomes available two (2) hours or less prior to the start time of the overtime assignment, the assignment will be offered to the most senior agent on duty.

4. Voluntary overtime for work not related to case coverage shall be offered by Unit 6 seniority in the following order: unit, complex, district, region.

I. When it is determined a violation of this section has occurred, the "wronged" employee shall be entitled to four (4) hours pay at time and one-half.

**12.06 Involuntary Overtime By Inverse Seniority**

A. Employees in Bargaining Unit 6 shall be assigned involuntary overtime on a rotating basis by inverse seniority except when precluded by operational needs of the departments or in emergency situations. Specifically excluded from this section are camps and other CDCR community-based programs.

B. In the departments, the junior seventy percent (70%) of the employees assigned overtime in a particular classification shall only be assigned involuntary overtime twice during a monthly pay period before the senior remaining thirty percent (30%) of the employees are required to work involuntary overtime. If after the junior seventy percent (70%) have been worked twice in any monthly pay period and the senior thirty percent (30%) once in that same monthly pay period, then the entire process will repeat.

C. Normally employees will not be assigned involuntary overtime on their regular day off (RDO). For the purposes of this section, an employee's RDO begins immediately after the completion of their normal shift before the RDO.

D. The departments will make reasonable efforts to canvass on-duty employee volunteers prior to the implementation of this contract section.

E. If no Parole Agents volunteer, assignments of overtime shall be based on inverse seniority within the Agent of Record's unit.

F. A mandated holdover is defined as thirty (30) minutes or more.

**12.07 Personnel Preferred Post Assignment (PPPA) for Correctional Officers and MTA (DSH)**

A. METHODS

1. There shall be seventy percent (70%) of the qualifying CO and MTA (DSH) post assignments at each Adult Institution assigned by seniority. These Personnel Preferred Post Assignments (PPPA) will be distributed among the watches and RDOs in the same proportion as their percentage of the total number of qualifying posts. The break point will be .6 of the total number of qualifying posts. For example: 32 jobs (70%= 22.4; 30%=9.6). Therefore, ten (10) jobs will be management assignments, twenty-two (22) jobs will be PPPA.

2. Time Frames for Implementation

   All institutions will implement a continuous bid process as outlined in subsection E. (CONTINUOUS BID PROCESS)

   a. New implementation will follow the implementation time lines set forth in this procedure. However, if the implementation dates change, the time-frames will continue to be adhered to.

   b. Implementation for new institutions: Within eighteen (18) months of activation (receipt of inmates) all new institutions will begin the implementation process for PPPA.

3. Definitions

   a. Bid Period: Employees may bid as otherwise described in this agreement during the bid period. Each “bid period” shall be three calendar years. A Realignment of Posts process will be used at the outset of each new bid period.

   b. Realignment of Posts: A Realignment of Posts follows a re-determination by the Appointing Authority or designee and the local chapter representative about the number and specific posts which will be considered “qualifying posts” available for bid.

   c. Qualifying Post: Any authorized post listed on the Master Assignment Roster after it has been reconciled with the Post Assignment Schedule and the Governor’s Budget. The following posts may be exempted from the PPPA bid process, but will be included in the count for the purpose of establishing the 70/30 calculation: (1) total number of established transportation posts at the CO level; (2) total number of Investigative Services Unit (ISU) posts at the CO level; and, (3) total number of In-Service Training (IST)/Armory posts at the CO level.

      (1) Camps shall retain their current agreements regarding post assignments.

   d. 70/30 Split: Posts identified as gender restricted in DAI Male Institutions will be counted in Management’s 30%. For posts identified as gender restricted at CIW and CCWF, no more than 20 posts per institution will be subject to the 70/30 split. Any additional gender restricted posts in excess of 20 at CIW or CCWF shall come

out of management's 30%. Seventy percent (70%) represents the percentage of qualifying posts that shall be available for bid otherwise known as "Personnel Preferred Post Assignments" (PPPA). Thirty percent (30%) represents the percentage of qualifying posts that shall not be subject to bid. The representative number of PPPAs at each institution will be determined by establishing an equitable distribution of qualifying posts by area, watch and RDO. An "equitable distribution" is as close to a 70/30 representation in each of these areas, in keeping with operational needs. Upon completion of the 70/30 split, a reconciliation shall be completed to insure the institution's overall representation is within plus or minus two (2) positions.

4. Bid Process

a. PPPA will consist of two (2) processes. One process consists of the bid as outlined in subsection C. IMPLEMENTATION.

b. The continuous bid process is outlined in subsection E. CONTINUOUS BID PROCESS. The continuous bid process will be for the purpose of filling PPPA vacancies on a continual basis as they arise throughout the bid period.

B. ELIGIBILITY

1. Participation in the PPPA system is limited to eligible employees. An eligible employee:

a. Must be a permanent, full-time CO or MTA (DSH). Apprentices are excluded.

b. Must be permanently assigned to and working at the institution. Eligible employees may participate only in their institution's PPPAs. There shall be no inter-institution bidding assignments by personal preference.

Eligible employees who laterally transfer will be permitted to participate in the continuous bid process.

c. In order to participate and maintain the rights and privileges defined throughout this procedure, the employee must maintain an overall standard performance rating as identified in Section 9.01. In the case of a gender restricted post, the otherwise eligible employee must be the appropriate gender for that post.

(1) Upon activation of a newly established institution, previous year employee performance evaluations will not be considered for the purposes of eligibility in the PPPA process.

d. An employee successfully bidding to a PPPA who does not meet the qualifications (firearms, baton, chemical agents) for such post, must meet all qualifications, specified in this procedure, prior to the date of assignment to the PPPA. If the employee is not qualified for the

PPPA, on the initial date of assignment, the employee will be assigned at management's discretion and allowed to participate in the continuous bid process. The vacated PPPA will be subject to the continuous bid process.

(1) For Correctional Officers, management shall be responsible to ensure that training for all qualifications are available through In-Service Training. Employees shall be responsible for scheduling and attendance.

(2) If the failure to qualify is based upon unavailability of training, the employee will be placed in a non-qualifying post in the same watch, RDOs with similar start/stop times. The PPPA will temporarily revert to management until such time that the employee qualifies and is placed back into the PPPA.

(3) Once the training has been provided, and if the employee qualifies, the employee shall be placed in the PPPA. If the employee is not successful in qualifying, they shall be assigned at management's discretion. The vacated PPPA shall be subject to the continuous bid process.

(4) In order to be retained in a PPPA armed post, employees must maintain current weapons qualification. Failure to maintain quarterly qualifications in compliance with departmental policy will result in the employee being assigned at management's discretion to an unarmed post. An otherwise eligible employee may participate in the continuous bid process. Removal of the employee does not preclude the employee from being subject to other action in accordance with departmental policy.

e. For activation of a newly established institution, an employee may be precluded, in writing, from participating in the PPPA bid process to specific assignment areas as determined by the Appointing Authority. This preclusion must be based upon:

(1) An employee who has an adverse personnel action which relates to the employee's job performance including, but not limited to:

(a) Inattentiveness on the job

(b) Insubordination

(c) Excessive force toward an inmate, ward, or parolee

(2) The preclusion will not be based upon an adverse personnel action for:

(a) Sick leave abuse, etc.

(b) Off-duty conduct, etc.

(c) The adverse personnel action must have occurred twelve (12) calendar months preceding the onset of the bid process (i.e., the third Monday in November).

An employee receiving a performance related adverse action that may have a greater impact related to a specific assignment area (i.e., Ad Seg, community crews, Security Housing Units, entrance gates, etc.), may be excluded by the Appointing Authority from bidding to the specific assignment area for a one (1) year-period. (Refer to subsection H.14.)

f. An otherwise eligible employee absent from the worksite during the bid process for such reasons as NDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the PPPA bid process. Employees who are successful in obtaining a bid post must assume the duties of such post within one year of posting of the bid results. Until such time as the employee occupies the post, it temporarily reverts to the conditional bid process. In the event the employee is unable to assume the duties within one year, the employee will be placed in a post at management's discretion.

g. Failure of the employee to complete a PPPA bid will result in placing the employee in a post, at management's discretion, without regard to watch, RDOs or start/stop times.

C. IMPLEMENTATION

1. At the first meeting of the local Joint Labor/Management Committee, the total number of institutional posts available for PPPA shall be seventy percent (70%) of the total authorized posts listed on the Master Assignment Roster, as defined in subsection A.3.c. The remaining thirty percent (30%) shall be designated as management posts.

a. November

(1) On the first Monday in November the Personnel Assignment Office at each institution will post an updated seniority roster. Employees alleging errors in the computation of seniority dates may file a complaint to the Personnel Assignment Lieutenant. If unresolved, the employee may submit to the Appointing Authority for second level of review with resolution required within fourteen (14) days of the posting of the seniority roster. The second level shall be the final level of review in the complaint process. Errors in favor of the employee will result in the adjustment of the employee's seniority date at their institution.

(2) The local Joint Labor/Management Committee at each institution shall meet to determine and agree which posts will be management posts and which posts will be PPPAs. Such

determinations must be completed no later than the first Monday in November.

(3) Only those PPPAs which cannot be agreed on by the local Joint Labor/Management Committee at each institution will be elevated to the Joint Labor/Management Headquarters Committee through the headquarters Labor Relations Branch.

(4) On the second Monday in November, an institutional memorandum will be published by the Personnel Assignment Lieutenant, advising staff of the following:

(a) The date PPPA bid forms will be made available and the locations where the forms can be obtained.

(b) The date PPPA bid forms must be returned to the Personnel Assignment Office.

(c) Location(s) of PPPAs open for bid and Master Assignment Rosters will be available for staff review.

(d) Employees who laterally transfer on or before the first Monday in November will be permitted to bid.

(5) On the second Monday in November, the Personnel Assignment Office at each institution will publish a listing of PPPAs available for bid. This list shall be made available in locations previously specified.

(6) On the third Monday of November, PPPA bid forms will be made available at locations previously specified. A standardized PPPA bid form will be utilized at all locations for selection of PPPAs.

(7) Completed PPPA bid forms must be submitted to the Personnel Assignment Office, unless otherwise designated at the local level. These bids must be submitted on or before close of business on the second Monday of December.

(8) At the time the employee submits the PPPA bid form, it will be date stamped and a copy given to the employee. The original will be retained in the Personnel Assignment Office.

(9) The watch designation for those PPPAs with multiple watch reliefs and posts requiring quarterly weapon qualifications will be noted on the listings of available PPPAs.

(10) Eligible employees bidding to a vacation relief (VR) PPPA shall be assigned as follows:

(a) For the purposes of PPPA, all vacation relief PPPAs will be considered second watch.

(b) The most senior employee will be permitted to select the vacation slots of the employee's choosing for the duration of the bid period. The second most senior person will be permitted to select vacation slots from those remaining, etc.

(c) In the event a vacation is canceled, the PPPA VR employee will replace the employee who is substituted for the original occupant.

(d) In the event a cancellation is not filled or a vacation slot is not available, the PPPA VR employee will be assigned at management's discretion until the employee's next scheduled vacation coverage.

(11) Eligible employees may bid on any number of PPPAs.

(12) Upon request from the Chapter President, the institution may establish a walk-up bid process. Any disputes regarding this process must be resolved at the local level.

b. December

(1) Beginning the first Monday of December, the Personnel Assignment Office shall have up to twenty-one (21) calendar days to determine the employee's placement into the PPPA of their selection.

c. January

(1) No later than the first Monday of January, the Personnel Assignment Office shall publish the listing of employees who were successful in their bid. Time period for qualifications for PPPAs begins as specified in subsection B.1.d.

(2) At the time of publishing, a thirty (30) day window will begin to allow for error correction. Employees who feel they were placed into a PPPA in error will have fourteen (14) calendar days to dispute any errors. Management must respond within ten (10) calendar days in writing to accomplish any adjustments necessary.

(3) The Personnel Assignment Office shall publish movement sheet(s) reflecting assignment changes. The assignment changes may occur as a single process or as locally agreed, may be phased-in by watch, based upon the following schedule:

(a) Second Watch: Published on the second Monday of February with an effective date of fourteen (14) calendar days from publication.

(b) Third Watch: Published on the third Monday of February with an effective date of fourteen (14) calendar days from publication.

(c) First Watch: Published on the second Monday of March with an effective date of fourteen (14) calendar days from publication. Employees successful in bidding to a PPPA must meet qualifications as specified in subsection B.1.d.

D. TEN PERCENT RULE

This section does NOT apply to those employees subject to adverse action or substandard performance appraisals.

1. In those instances when it becomes apparent an employee does not possess the knowledge, skills, aptitude, or ability to perform at an acceptable standard in the PPPA to which the employee has bid, a job change memorandum documenting the reasons for reassignment will be prepared by the immediate supervisor and attached to a job change request.

   This document must be approved by the employee's second line supervisor and section manager prior to being forwarded to the Personnel Assignment Office. The approved job change memorandum shall be maintained by the Personnel Assignment Lieutenant and filed in accordance with existing procedures regarding the archiving of all other job change requests and the employee shall be provided a copy of the job change memorandum. Management may then reassign the employee as follows:

   a. The reassignment must be completed within sixty (60) days of the date the employee assumed assignment to the post. The time an employee is absent from the post is not counted toward the sixty (60) days.

   b. The number of these reassignments may not exceed ten percent (10%) of the total PPPA count based on seniority. The Personnel Assignment Lieutenant shall be responsible for maintaining an accurate count of reassignments made under the Ten Percent Rule.

   c. In the event assignment changes are necessary (within the ten percent [10%] factor allowed), the person being moved from that assignment shall be given a job change into an assignment with the same RDOs and substantially similar start and stop times for the remainder of bid period.

   d. If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days of notification, directly to the Appointing Authority. This grievance must be heard, and a written response provided, by the Appointing Authority within fourteen (14) calendar days. The

grievance may not be appealed beyond the Appointing Authority. The filing of a grievance shall not postpone any such removal.

E. CONTINUOUS BID PROCESS

1. Statement of Purpose

The Continuous Bid Process is to allow employees to continue to fill vacant PPPA's, by seniority, once the initial process has been implemented.

2. Implementation

a. Vacant PPPAs will be posted on the first Monday of each month. Any eligible Correctional Officer will be allowed to bid including those already in a PPPA.

b. All assignment results for those who were successful in achieving an available PPPA, will be posted by the fourth Monday of each month. All job changes will have an effective date of not more than fourteen (14) calendar days from the date of the posting results.

c. This posting and bid "window" will be a minimum of ten (10) calendar days, with no bids being accepted after the close of business on the second Friday after the initial posting.

d. Subsequent to the initial bid, an otherwise eligible officer may participate in the continuous bid process up to five times during the bid period. Bids due to deactivations or changes to a post's RDOs or start/stop times shall not count towards this cap. Bids due to removal for cause, 10 percent rule, performance evaluations or adverse actions shall only be counted against the cap for a maximum of two bids.

F. CONDITIONAL BIDS

The Conditional Bid Process will be the process in which PPPAs are filled on a temporary basis. Once it is determined that a PPPA could be temporarily vacant for more than thirty (30) calendar days, the PPPA will be posted for a "conditional bid". An employee displaced from a conditional bid post may participate in the continuous bid process, or will be assigned at management's discretion without regard to watch, RDOs, or start/stop times:

1. All vacancies with the exception of Military Leave or Union Officers:

These employees would be subject to a one (1) year time limitation before the conditional status of the post expires. The conditional bid would only be in effect until the original bidder returns to assume the PPPA. The Appointing Authority can extend this time on a case by case basis. Once the post becomes a permanent vacancy, the post will be subject to the continuous bid process.

2. Military Leave:

In the event an employee is ordered to active military duty, these employees would be subject to length of the bid period before the conditional status expires. The employee in the job could remain in said

post. The Appointing Authority can extend this time on a case by case basis.

3. Union Officers:

All employees subject to being placed in to a post utilizing “super seniority” will submit a bid form based upon their seniority. Once this process has been completed Union Officials who are designated by CCPOA to fill Chapter President/Chief Job Steward posts based upon “super seniority” will be assigned to those designated posts upon their request. Should a union official assume the designated post utilizing “super seniority”, they would remain in said job until he/she is un-elected or the Chapter President designates a different Chief Job Steward. At this time, the employee would return to the position originally bid by their seniority. During the time that the employee is in a post based upon “super seniority”, their seniority bid post will be offered as a conditional bid subject to the length of the bid period.

4. Gender Restricted Posts

In the event that there are gender restricted posts unfilled, management will make appropriate adjustments in the post duties to accommodate the employee that bids to a gender restricted post.

G. RE-EVALUATION

Upon request of either party, the Joint Labor/Management Committee will be convened to discuss and evaluate the processes and parameters established for the Continuous and Conditional bid processes as defined in sections E and F. The Joint Labor/Management Committee may make any adjustment to the process deemed necessary prior to next bid period.

H. MAINTENANCE

After the initial PPPAs have been made, the following steps will be adhered to regarding maintenance of the process:

1. If a PPPA becomes vacant, the PPPA will be filled through the continuous bid process. Unless specifically authorized by the Bargaining Unit 6 MOU these procedures or local mutual agreement, the designation of a particular post as a PPPA cannot be altered in any fashion without fulfilling the notice requirements of Section 27.01 of the Unit 6 MOU.

2. Employees displaced from a PPPA as a result of a deactivation will be placed in an assignment with the same RDOs if available, and substantially similar start/stop times.

3. Upon activation, all activated posts will be subject to subsection A. METHODS, of this procedure. Newly designated PPPAs will be subject to the continuous bid process.

4. Upon written request of an employee to vacate a PPPA, management may, at its discretion, approve the employee’s movement to a management

position. Such movement will be without regard to watch, RDOs or start/stop times.

5. An employee shall be permitted to rebid to the same PPPA. Should the employee be successful in their bid attempt, the employee will be subject to all provisions of this procedure as if assigned for the first time.

6. Employees shall not be permitted to remain in any PPPA in a high stress area, commensurate with the provisions outlined in DOM Section 33010.30.2, unless exempted by the Appointing Authority. The employee may rebid for a PPPA in a high stress area after one (1) year in a non high stress assignment.

7. If after the bid process has occurred the RDOs and start/stop times attached to a post are significantly changed, the affected employee may choose to remain in the post; and/or participate in the continuous bid process.

8. An employee may not be removed from a PPPA based upon the issuance of a LOI.

9. An employee may be temporarily removed from a PPPA pending a personnel investigation/EEO investigation, but will be assigned to substantially similar start/stop times and RDOs. Once the investigation has been concluded and if the charges have not been substantiated, the employees may be returned to their PPPA.

10. Any PPPA not bid during the bid period by an eligible employee shall temporarily revert to management, and continue to be subject to the continuous bid process.

11. For purposes of expressing a personnel preference, the Chapter President/Chief Job Steward(s) shall be given “super” seniority in order to select a PPPA. When an employee is removed from his/her position as a Chief Job Steward they will be subject to the guidelines of the Conditional Bid Process.

12. Upon completion of the Apprenticeship period, an otherwise eligible employee, may participate in the PPPA continuous bid process.

13. Unless otherwise allowed by this procedure, once an employee has successfully been assigned to a PPPA, the employee may only be moved involuntarily for cause. As used in this context, cause is NOT interpreted as adverse in nature or substandard for purposes of a performance appraisal. The supervisor must document the specific reasons for removing the employee from the PPPA and provide a copy to the employee. The employee must then be placed in an assignment with the same RDOs and substantially similar start/stop times. The vacated PPPA will be subject to the continuous bid process.

    If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days

of notification, directly to the Appointing Authority. This grievance must be heard, and a written response provided, by the Appointing Authority within fourteen (14) calendar days. The grievance may not be appealed beyond the Appointing Authority. The grievance shall not postpone any such removal for cause.

14. If an employee is to be removed from a PPPA, as a result of an adverse action, the removal will be upon the effective date of the adverse action related to job performance (upon the conclusion of the *Skelly* hearing process and/or time frames associated with that process). Such movement will be to the same watch, without regard to RDOs or start/stop times. The employee will not be eligible to participate in the PPPA process for one (1) year period. The vacated PPPA will be subject to the continuous bid process. The Appointing Authority may exclude the employee from bidding to a specific assignment area for the remainder of the bid period and subsequent bid period.

15. In reference to subsection B.1.c., an employee may be removed from the PPPA upon receipt of the final copy of a substandard performance evaluation. Such movement will be to a post with substantially similar start/stop times. The vacated PPPA will revert to the continuous bid process. The employee will not be permitted to participate in the PPPA process for a one (1) year period.

16. An employee who is in a PPPA post may be assigned alternative duties as necessary in accordance with the practice that existed concerning the assignment of alternative duties during the term of the 2001-2006 MOU. Temporary reassignment may include gender restricted duties which did not exist under the contract. Gender restricted posts may be considered one of the additional justifications for a temporary alternative duty assignment.

I. GENDER RESTRICTED POSTS

The filling of gender restricted post for purposes of overtime, vacation/holiday relief, military leave or other temporary basis will be made regardless of gender. Management will adjust the gender restricted post's duties as necessary.

J. DISPUTES

All disputes concerning PPPA issues, that are unable to be resolved at the local level shall be directed to the Joint Labor/Management Committee for final resolution, as the final level of review. The Joint Labor/Management Committee shall be comprised with equal representation of three (3) persons appointed by the Secretary or designee of CDCR and CCPOA, respectively. Disputes will be resolved by majority vote.

**12.08 Layoff and Reemployment**

A. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of the economy to reduce the number of permanent

and/or probationary employees in the CDCR and DSH, the State may lay off employees pursuant to this section and CalHR/SPB Law and Rules which are not superseded by this section.

B. Order of Layoff: Layoff shall be made in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable CalHR rules except as superseded by this MOU. Seniority scores shall be determined pursuant to Section 12.01 of this MOU. In determining seniority scores, one (1) point shall be allowed for each qualifying monthly pay period of full-time state service in Unit 6, regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period, except that when an absence from state service resulting from a temporary or permanent separation for more than eleven (11) consecutive work days falls within two (2) consecutive qualifying pay periods, the second pay period shall be disqualified.

C. Employees compensated on a monthly basis shall be notified in writing thirty (30) calendar days in advance of the effective date of the layoff. Where the notices are mailed, the beginning of the thirty (30) calendar day period will be determined by the postmark of the notice. Notice of the layoff shall be sent to CCPOA. The reason for the proposed layoff, the anticipated classifications affected, the number of employees in each class, the estimated number of surplus employees in each classification, and the proposed effective date of the layoff, will be clearly stated in the layoff notice sent to CCPOA and the employee.

D. Transfer or Demotion in Lieu of Layoff: The State may offer affected employees a transfer or a demotion, in lieu of layoff, to another position deemed appropriate by the Department, pursuant to Government Code Section 19997.8 through 19997.10 and applicable CalHR Rules. If an employee refuses a transfer or demotion, the employee may be laid off from state service.

E. Whenever the State determines it necessary to lay off employees, the State shall Meet and Confer in good faith with CCPOA regarding the impact of said layoff(s) and alternatives to the layoff(s). The State and CCPOA shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, job sharing, and unpaid leaves of absence.

F. In accordance with Government Code Section 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which the employees are laid off. Employees shall be certified from department or subdivision reemployment lists in accordance with Section 19056 of the Government Code.

G. An appeal of any portion of this layoff provision shall solely be through the procedures established in Government Code Section 19997.14 and shall not be subject to the grievance and arbitration Article of this MOU.

## ARTICLE XIII
## HEALTH AND WELFARE

### 13.01 Health Benefit Plan

Program Description

A. Contribution Amounts

Effective on the first day of the pay period following ratification of this agreement and upon approval of funding by the Legislature, the State agrees to pay the following contributions. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

1. The State shall contribute $495 per month for coverage of a single party enrollment (eligible employee only).

2. The State shall contribute $992 per month for coverage of a two-party enrollment (eligible employee plus one dependent).

3. The State shall contribute $1,288 per month for coverage of a family enrollment (eligible employee plus two or more dependents).

The employer health benefits contribution for each employee shall be a flat dollar amount equal to 80 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional flat dollar amount equal to 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

The established flat dollar amounts shall be increased as appropriate pursuant to the formulas above on January 1, 2014, and January 1, 2015. The established dollar amount(s) shall not be increased in subsequent years without a negotiated agreement by both parties.

4. Employee Eligibility

a. For purposes of this section, “eligible employee” shall be defined by the Public Employees’ Medical and Hospital Care Act.

b. Permanent Intermittent Employees

Permanent Intermittent Employees (PIEs) will qualify to receive health benefits the first day of the pay period following graduation from the academies of CDCR. PIEs will have 60 days to enroll. This coverage is to be applied to the control period that the

graduation date is in; and the eligibility continues through the following control period.

Thereafter, PIEs must work a minimum of four hundred eighty (480) hours in each control period as established by CalPERS to continue coverage, pursuant to Government Code Section 22806.

5. Family Member Eligibility

For purposes of this section, “eligible family member” shall be defined by the Public Employees’ Medical Hospital Care Act and includes domestic partners that have been certified with the Secretary of State’s office in accordance with AB 26 (Chapter 588, Statutes of 1999).

**13.02 Dental/Vision ERISA Trust**

A. Dental Contribution

Effective on the first day of the pay period following ratification of this agreement and upon approval of funding by the Legislature, the State agrees to provide CCPOA the net sum of $69.06 per month per eligible employee (regardless of the number of enrolled dependents) for the duration of this agreement to provide a dental benefit through the CCPOA Benefit Trust Fund.

a. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under Section 13.01 subsections 2a, 2b.

b. Family Member Eligibility

Family member eligibility for dental benefits will be the same as that prescribed for health benefits under Section 13.01 subsection 3a.

c. Coverage During First 12 Months of Employment

Employees appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the Union sponsored fee-for-service plan until they have maintained enrollment in the Union-sponsored prepaid plan for twelve (12) consecutive months. However, if no prepaid plan is available within a 50 mile radius of the employee’s residence or an eligible family member resides in another service area, the employee will be allowed to enroll in the union’s fee-for-service plan.

B. Vision Contribution

Effective on the first day of the pay period following Union ratification of this agreement and upon approval of funding by the Legislature, the State will provide the sum of $8.64 or the negotiated rate for all employees, whichever is less, per eligible employee to provide a vision benefit through the CCPOA Benefit Trust Fund.

1. Employee Eligibility

Employee eligibility for vision benefits will be the same as that prescribed for health benefits under Section 13.01 subsections 2a, 2b.

2. Family Member Eligibility

Family eligibility for vision benefits will be the same as that prescribed for health benefits under Section 13.01 subsection 3.

C. Permanent Intermittent Employees

Qualifying PIEs: PIEs will qualify to receive dental and vision benefits the first day of the pay period following graduation from the CDCR academies. PIEs will have 60 days to enroll. This coverage is to be applied to the controlled period that the graduation date is in; and the eligibility continues through the following control period. Thereafter, PIEs must work a minimum of four hundred eighty (480) hours in each control period, as established by CalPERS, to continue coverage, pursuant to Government Code Section 22806.

The employee will be required to pay any premium amount for the CCPOA sponsored dental and/or vision plan benefit through the CCPOA Benefit Trust Fund, in excess of the State's contribution.

CCPOA shall hold the State of California harmless for any legal actions that may arise from CCPOA's administration of the dental/vision trust.

**13.03 Employee Assistance Program**

A. The State recognizes that alcohol, drug abuse and stress may adversely affect job performance and are treatable conditions. The intent of this section is to assist an employee's voluntary efforts to receive treatment or counseling on a variety of substance-related or stress-related problems so as to retain or recover his/her value as an employee. As a means of correcting job performance problems, the State will normally refer employees who need assistance to obtain treatment or counseling on substance-related or stress-related problems, such as marital, family, emotional, financial, medical, prescription drug, legal or other personal problems. This is intended solely as a referral system.

B. In an effort to keep records concerning an employee's referral and/or treatment for substance-related or stress-related problems confidential, such records shall not be included in the employee's personnel file.

C. The State shall continue to provide confidential professional counseling benefits to all employees and their dependents, at the same level of benefits, including the same confidentiality protections as are presently provided employees and dependents. Up to seven (7) sessions per problem type per contract year shall be made available at no cost to the employee. There shall be no charge to employees or family members except for extended counseling (beyond the seven [7] sessions per problem type per contract year) which, if needed, is to be specifically and personally arranged between the employee and the counselor.

D. If an employee desires counseling and wishes to maintain **total confidentiality**, he/she should call the independent Employee Assistance Program (EAP) vendor directly or CCPOA for assistance. The independent EAP vendor's number is (866) EAP-4SOC (866-327-4762). If this number for some reason has changed and/or is no longer in service, please be sure to call your local CCPOA office for the current provider number. CCPOA's numbers are (916) 372-6060 for its Northern office; (559) 431-5390 for its Central office; and (909) 980-6376 for its Southern office.

E. Should an employee contact the local EAP Coordinator for help, the EAP records concerning the employee's problems are considered confidential and shall not be included in the employee's personnel file. The local EAP Coordinator shall not be a Peace Officer employee.

F. The State and CCPOA shall form a Joint Labor/Management Committee to study common avenues of approach in preventing substance abuse problems among employees.

G. The CalHR and CCPOA shall engage in Labor/Management discussions to study the feasibility of integrating the benefits of the Employee Assistance Program with the health benefits plan administered by CCPOA.

### 13.04 Flexible Benefit Program

A. The State agrees to provide a Flexible Benefits Program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. These sections allow the employee to participate in DEPCARE and/or Health Care Reimbursement Account. All participants in the FlexElect Program shall be subject to all applicable Federal statutes and related administrative provisions adopted by CalHR. All eligible employees must work one-half (½) time or more and have permanent status or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position.

B. Employees may enroll in the Flexible Benefits Program and participate in all of the options with the exception of the cash option in lieu of dental insurance.

C. PIEs may only participate in the pre-tax premium and/or the cash option for medical insurance. PIEs choosing the pre-tax premium must qualify for State medical and/or dental benefits. PIEs choosing the cash option will qualify if they work at least one-half (½) time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.

D. This section is not grievable or arbitrable.

### 13.05 Long-Term Care Insurance Plans

Employees in classes assigned to Bargaining Unit 6 are eligible to enroll in the Long-Term Care Insurance Program offered by PERS. The employee's spouse, parents, and the spouse's parents are also currently eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

The long-term care insurance premiums and the administrative cost to the Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

Nothing herein prevents PERS from altering or modifying the terms of the plan or premiums at any time.

### 13.06 Industrial Disability Leave

A. For periods of disability commencing on or after January 1, 1993, eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) work days after the date of the reported injury.

B. In the event that the disability exceeds twenty-two (22) work days, the employee will receive sixty-six and two-thirds percent (66 2/3%) of gross pay from the 23rd work day of disability until the end of the 52nd week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.

C. The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to match, but not exceed, full net pay. Full net pay is defined as the net pay the employee would have received if he/she had been working and not on disability. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.

D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any state employee who is a member of either PERS or STRS retirement system during the first fifty-two (52) weeks, after the first date of disability, within a two (2) year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.

E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in Government Code Section 19863, except that no employee will be allowed to supplement TD payments in an amount which exceeds the employee's full net pay as defined above.

F. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

### 13.07 Alternate Pre-Retirement Death Benefit

The parties agree to allow for a pre-retirement death benefit as provided under CalPERS Law, Government Code Section 21547.

**13.08 Survivors' Benefits**

The State agrees to cover Bargaining Unit 6 Peace Officers with the Fifth Level of the 1959 Survivors' Benefits.

A. Employees in Unit 6 who are members of CalPERS will be covered under the Fifth Level of the 1959 Survivors' Benefits which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement.

   This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the MOU (July 1, 1999) for this section.

B. Pursuant to Government Code Section 21581(c) the contribution for employees, covered under the fifth level of benefits, will be two dollars ($2) per month as long as the combined employee and employer cost for this program is $4 per month or less per covered member. If the total cost of this program exceeds $4 per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the CalPERS board.

C. The survivors' benefits are detailed in the following schedule:

   1. A spouse who has the care of two (2) or more eligible children, or three (3) or more eligible children not in the care of the spouse.....$1,800;

   2. A spouse with one (1) eligible child, or two (2) eligible children not in the care of the spouse.....$1,500;

   3. One (1) eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age sixty-two (62).....$ 750.

D. When an active Bargaining Unit 6 employee, on the payroll, dies due to an illness or injury which was not incurred in the line of duty, a request may be made to the Appointing Authority to allow employees to donate annual leave, vacation, holiday, personal leave or excess time to the leave bank of the deceased employee. This time shall be cashed out to provide direct financial assistance to the person otherwise entitled to receive the value of the deceased employee's leave balance. The maximum limit of contributions/compensation shall not exceed $50,000. Donations will only be accepted for 30 days following the approval of the request.

**13.09 Rural Healthcare Equity Program (RHCEP)**

The State and the Union agree that in those areas/counties which CalPERS has defined as "rural" because no CalPERS HMO plan is available for enrollment in the area, Unit 6

members who are enrolled in a CalPERS-sponsored PPO plan shall be eligible for the Rural Health Care Equity Program (RHCEP). Unit 6 members enrolled in a CalPERS-contracted HMO plan, including an HMO plan offered by CCPOA Health Benefit Trust, will not be eligible for the RHCEP.

Effective January 1, 2005, the parties agree that in those areas/counties which CalPERS has defined as “rural" because no CalPERS HMO plan is available for enrollment in the area, Unit 6 members who are enrolled in a CalPERS-sponsored PPO plan shall be eligible for the following Rural Subsidy Program.

The program shall operate as follows:

A. The State shall pay $125 per month to each eligible Unit 6 member (employee) as a subsidy of the higher health care expenses of PPO plan members in addition;

B. Any monies remaining in the RHCEP fund, as described in the current Unit 6 contract (July 1, 2001 through July 2, 2006), section 13.10, for Unit 6 members, for purposes of this contract shall be known as the “available pool”. The available pool is defined as the balance of monies remaining in the Unit 6 RHCEP pool as of January 1, 2005, and shall be used for reimbursement of deductible, co-insurance, and physician co-payment expenses up to $1500 per fiscal year incurred by the eligible state employee.

C. Members are required to submit an RHCEP claim form along with a copy of their Explanation of Benefits document in order to receive reimbursement of deductible, co-insurance, and physician co-payment expenses from the available pool.

D. Reimbursement from the available pool shall continue until available pool is exhausted. Claims up to $1500 per eligible member shall be processed on a "first come" basis.

E. For eligible expenses incurred in excess of $1500, claims will be held until the close of the fiscal year. At that time, these excess claims shall be paid on a prorated basis to Unit 6 members until the funds in the available pool are exhausted.

F. Upon exhaustion of the available pool the State shall pay $125 per month to each eligible unit 6 member as a subsidy for the higher health care expenses of PPO plan members.

G. The program shall be administered by the CalHR.

H. The CalPERS Board shall determine the rural areas for each subsequent year at the same meeting when the board approves premiums for HMOs.

I. Enrollment for the rural subsidy shall be automatic, based on the employee's residence address and health plan choice as maintained by the State Controller’s Office.

J. It is the responsibility of the employee to establish and maintain accurate address and health plan information in order to receive the rural subsidy.

K. The parties agree that in those areas/counties which CalPERS staff have defined as “rural” due to PERS HMO plans not being offered at all in the area, or PERS

HMO plans in the area, Unit 6 members shall be eligible for the rural area subsidy program if they enroll in PERS PPO plan. If they cannot manage to enroll in a CalPERS approved HMO plan still offering services in that area, they are free to do so, but will not receive the rural area subsidy.
This section shall remain dormant until funded.

### 13.10 Benefit Trust Fund Contributions

A. The State shall contribute a mutually agreed upon amount to the CCPOA Benefit Trust Fund (BTF) for an increased vision benefit. This payment shall be given to the BTF on or before July 30 of each year in order to continue the increased vision benefit. The monies will be solely for plan members who are also members of Bargaining Unit 6.

B. No later than July 30 of each year, the State shall contribute a mutually agreed upon amount to the CCPOA Benefit Trust Fund (BTF) to provide eligible members an offset to an increase in benefit premiums and/or reduction of premiums for programs offered by the BTF.

C. The State shall contribute a mutually agreed upon amount each year to the CCPOA Benefit Trust Fund (BTF) for an increased death benefit to $20,000.

D. The BTF is a “Trust” established pursuant to and governed by, federal statute, the Employee Retirement Income and Security Act of 1974 (ERISA).

The monies will be used solely for the benefit of the BTF’s beneficiaries and pursuant to said federal statute and the BTF Plan Document.

E. CCPOA shall provide the State a copy of the BTF’s previous calendar year’s audited financial statements and a copy of the most recent CalPERS audit, by July 30 of each year.

## ARTICLE XIV
## ALLOWANCES AND REIMBURSEMENTS

### 14.01 Business and Travel Expenses

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing CalHR rules and set forth below. Lodging and/or meals provided by the state or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of $25 or more requires a receipt; receipts may be required for items of expense that are less than $25. When receipts are not required to be submitted with the claim, it is the employee’s responsibility to maintain receipts and records of their actual expenses, and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for and method of travel.

A. Meals/Incidentals: Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for service, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

1. Rates: Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

   Breakfast Up to $7.00

   Lunch Up to $11.00

   Dinner Up to $23.00

   Incidentals Up to $5.00 (Every full 24 hours of travel)

   Total $46.00

2. Time-frames: For continuous short-term travel of more than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's time of departure and return as follows:

   a. On the fractional day of travel at the beginning of a trip of more than 24 hours:

      Trip begins at or before 6 am
      breakfast may be claimed
      Trip begins at or before 11 am
      lunch may be claimed
      Trip begins at or before 5 pm
      dinner may be claimed

   b. On the fractional day of travel at the end of a trip of more than 24 hours:

      Trip ends at or after 8 am
      breakfast may be claimed
      Trip ends at or after 2 pm
      lunch may be claimed
      Trip ends at or after 7 pm
      dinner may be claimed

      If the fractional day includes an overnight stay, receipted lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

For continuous travel of less than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 am and ends at or after 9 am:
Breakfast may be claimed
Travel begins at or before 4 pm and ends at or after 7 pm:
Dinner may be claimed

If the trip extends overnight:
Receipted lodging may be claimed

No lunch or incidentals may be claimed on a trip of less than 24 hours.

B. Lodging: All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid commercial lodging establishment receipt.

1. Regular State Business Travel:

a. Statewide, in all California locations not listed in b or c below, for receipted lodging while on travel status to conduct state business, actual lodging up to $90.00 plus applicable taxes.

b. When employees are required to do business and obtain lodging in the counties of Napa, Riverside, or Sacramento, actual lodging up to $95 plus applicable taxes.

c. When employees are required to do business and obtain lodging in the counties of Los Angeles, Orange, Ventura or Edwards AFB (excluding the City of Santa Monica), actual lodging up to $120 plus applicable taxes.

d. When employees are required to do business and obtain lodging in the counties of Alameda, Monterey, San Diego, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of $125 plus applicable taxes.

e. When employees are required to do business and obtain lodging in the county of San Francisco or the City of Santa Monica, actual lodging up to $150, plus applicable taxes.

2. State Sponsored Conferences or Conventions:

a. For receipted lodging while attending state sponsored conferences and conventions, when the lodging is contracted by the state sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

(1) Statewide, with a lodging receipt:

Actual lodging up to $110 plus applicable taxes.

b. Non-State Sponsored Conferences or Conventions:

(1) For receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

(2) Statewide, with the lodging receipt:

Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes require advance written approval from CalHR. CalHR may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within 50 miles of his/her home or headquarters.

C. Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. Full Long-term Travel: In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or
- The permanent residence is maintained at a net expense to the employee exceeding $200 per month.

The employee on full long-term travel who is living at the long-term location may claim either:

a. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of $1130 per calendar month while on the long-term assignment, and actual expenses up to $10.00 for meals and

incidentals, for each period of 12 to 24 hours and up to $5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or

b. Long-term subsistence rates of $24.00 for actual meals and incidentals and $24.00 for receipted lodging for travel of 12 hours up to 24 hours; either $24.00 for actual meals or $24.00 for receipted lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to $12.00 for actual meals and incidentals and $12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either $12.00 for actual meals or $12.00 for receipted lodging for travel less than 12 hours at the long-term location.

D. Out-of-State Travel: For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of Long-term Travel above.

E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term Out of Country travel will be reimbursed in accordance with the provisions of Long-term travel above, or as determined by CalHR. Subsistence shall be paid in accordance with procedures prescribed by the CalHR. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

F. Transportation: Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

1. Mileage Reimbursement:

a. When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR) at the time of travel. Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

2. Specialized Vehicles: Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim the Federal Standard Mileage Rate (FSMR) at the time of travel, with certification. Supervisors who approve claims pursuant to this Subsection have the responsibility of determining the need for the use of such vehicles.

3. Private Aircraft Mileage: When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628.1 and the State Office of Risk and Insurance Management.

4. Mileage to/from a common carrier: When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": if the employee begins travel one hour or more before he normally leaves his home, or ends travel one hour or more after the end of the work day or travel occurs on a regularly scheduled day off, mileage may be computed from/to his/her residence.

G. Receipts: Receipts or vouchers shall be submitted for every item of expense of $25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than $25 when travel is wholly within the State of California.

2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of $10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.

3. Telephone, telegraph, tax or other business charges related to State business of $5.00 or less.

4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.

5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

**14.02 Overtime Meal Benefits and Allowances**

A. An overtime meal allowances of $6.00 without receipts shall be granted when an employee is required to work in excess of two (2) hours past their normal work day. If the employee is required to work for more extended periods of time, he/she may be allowed to gain an additional meal allowance for each additional six (6) hour period. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. Overtime worked must be through the approved procedure.

B. Payment of an overtime meal allowance in the amount specified in paragraph A shall be made to employees by the departments in one of the three methods. The method of payment shall be determined by the departments, but shall be subject to the requirements of section 27.01.

1. Issuance of meal ticket: Employees shall be provided an overtime meal ticket with the date of issue and time recorded on the meal ticket.

a) The State shall issue the meal ticket on the day in which it is earned.

b) The value of the meal ticket at the institution's snack bar or dining room shall be established by management after consulting with the CCPOA local chapter, but will be sufficient to purchase a complete hot meal. This may be higher than the reimbursement figure contained in paragraph A. above.

c) If an employee chooses to use the meal ticket at the employees' snack bar or dining room the employee must use it within ninety (90) days from the end of the fiscal year in which it was issued.

d) Employees issued meal tickets may receive reimbursement of the meal ticket by attaching the meal ticket to a State Form 262 Travel Expense Claim and will follow procedure B (2).

2. Travel expense Claim reimbursement: Employees not issued meal tickets shall state on Form 262 the date and times they worked the overtime and earned the overtime meals. The form must be submitted by no later than July 7th for reimbursement for any meal tickets issued in the prior fiscal year.

3. Automated reimbursement: Employees overtime meal allowance will be automatically calculated and reimbursed upon the overtime hours as reported in the Personnel Post Assignment Schedule (PPAS) system (or other system). Employees will receive a separate check for the meal allowances that were worked in the prior pay period. For example, July's meal allowance will be distributed with August's master payroll.

C. If the rates for non-represented employees increase, the proportionate adjustments will be made to this provision for Unit 6.

D. When an employee is assigned to an out-of-class assignment, the value of the overtime meal allowance shall be that of the position worked, if it is higher than that of a Unit 6 meal ticket.

**14.03 Moving and Relocation Expenses**

Whenever an employee is reasonably required by the State to change his or her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames established in Section 14.01, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

**14.04 Uniform/Uniform Accessories Replacement Allowance**

A. The parties agree that it is in the best interest of all concerned for employees who are required by the State to provide and wear uniforms and uniform accessories, to maintain those uniforms and accessories in a clean and neat condition. To this end, so that employees shall appear at the worksite in uniforms/uniform accessories which are neat, clean and in good repair at all times, the State will provide a uniform/uniform accessories replacement allowance.

B. Except for MTAs, when the State requires a uniform and uniform accessories to be worn and when the conditions above are met, the State will provide a uniform/uniform accessories replacement allowance determined by 1., 2., or 3., below:

1. A permanent employee required to wear a uniform and uniform accessories on a full-time basis shall receive a uniform allowance of $530 per year, to be paid annually.

2. A permanent employee required to wear a uniform and uniform accessories on less than a full-time basis the uniform allowance under this subsection shall be $305 per year.

3. If a permanent full-time employee works fifty percent (50%) or more of the contract year, in uniform, said employee shall be paid the full amount required in paragraph B.1. above. If an employee works less than fifty percent (50%) of the contract year, in uniform, said employee shall be paid the full amount stated in B.2. above.

4. If an employee, who otherwise meets the conditions in B.1. or B.2. above, promotes or transfers out of the uniform class or otherwise leaves said uniform class, he/she shall receive a prorated share of the annual uniform allowance for which he/she is qualified.

C. "Uniform" means outer garments as defined by management which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general public. This definition includes items that serve to identify the person, agency, functions performed, position or time in service. "Uniform accessories" means items which supplement or add to the usefulness of the uniform and which are necessary while carrying out the duties and responsibilities of the position. This definition includes such things as belts, key holders, whistles, baton rings, flashlights, etc.

1. Whenever a Bargaining Unit 6 employee is authorized to wear an approved jumpsuit, the employee will be responsible for the purchase and maintenance of the required jumpsuit. In CDCR, CO's and YCO's are permitted to wear the departmentally approved jumpsuit in all non-public contact assignments or posts.

D. The State shall provide eligible employees an allowance for the initial purchase of uniform and uniform accessories required as a condition of employment, upon the successful completion of their probationary period.

E. DJJ YCOs, and all Camp COs shall wear uniforms/style, color and design as determined by DJJ, but with CDCR shoulder patches and state-issued departmental badge. The purpose of this section is for the ready identification and safety of YCOs and Camp COs in the field.

F. This uniform allowance shall be a separate check apart from the employee's normal check and shall not be included for purposes of computing benefits (including, but not limited to, PERS calculations) and/or additional compensation. This section shall be effective upon enactment of legislation which clearly exempts this provision of the definition of "compensation" contained in

Government Code Section 20630. The annual reimbursement period is November 1 to October 31 of the following year. Employees shall receive their allowance no later than December 15th of each year.

G. All other state laws, rules and departmental policies regarding uniform allowance shall remain in effect.

H. Subsequent to the allowance issued upon successful completion of probation, PIEs in a uniform class who work one thousand forty (1,040) hours or more shall receive the full uniform allowance. All others will be computed by the existing laws and rules.

I. The State agrees to continue in its uniform policies the use of the present alternative headgear with the regular uniform. This policy shall include the wearing of alternate headgear in tower positions and inmate work crew supervision.

J. The State agrees to promptly advise new employees as to the typical weather conditions they may be exposed to, and to advise employees what type of clothing to keep stored in their personal vehicles in the event the employee is unexpectedly assigned to a job that would expose the employee to inclement weather.

In the event the employee is unexpectedly reassigned and needs to retrieve the clothing from their personal vehicle parked on the grounds, the employee will be allowed to use state time to obtain the clothing.

K. MTAs

1. **Uniform Pants**: The color and style of these pants shall be determined by the departmental uniform advisory committee.

2. **Jacket**: The State shall permit MTAs to wear the departmental three quarter length, four-pocket parka, if and when approved, or windbreaker with appropriate departmental insignia, cloth badge and caduceus patch, at the employee's option and expense.

3. **MTA Uniform Allowance Amount**: A permanent MTA shall be reimbursed $305 annually for purchase of the uniform approved by the Departments (e.g., smocks).

4. **MTA Uniform Payment Dates**: MTAs shall receive their initial full uniform payment no later than thirty (30) calendar days following successful completion of their probationary period. Thereafter, they shall receive their annual payment no later than thirty (30) calendar days from January 1.

L. There shall be no uniform inspections of employees until such time as all Departments have met the guidelines of CalHR rule 599.729 and the uniform

allowances have been adjusted. Despite suspension of the uniform inspections, employees shall comply with the uniform requirements of their assigned post.

**Note:** Employees completing probationary periods of less than twelve (12) months receive the full allowance; however, they do not begin earning subsequent uniform allowance until they have worked a total of twelve (12) qualifying pay periods. For example: An employee who completes a six (6) month probation on March 31, must work six (6) additional qualifying pay periods (April-September) to satisfy the full allowance paid at the completion of probation. The reimbursement for the remainder of the calendar year is for the three (3) month period October-December.

M. The parties agree to convene a joint work group within sixty (60) days of the ratification of this MOU to meet to discuss and select a mutually agreeable uniform alternative for DAI/DJJ/DSH, which could include a uniform shirt system.

## 14.05 Badges

A. The State shall provide a badge for each CDCR employee having Peace Officer status. DSH agrees that badges issued on a permanent basis shall be comparable in size and quality to those now issued by CDCR.

B. The State agrees that an optional belt badge may be purchased by Field Parole Agents subject to the procedures established by the State. All other Bargaining Unit 6 Peace Officers may purchase up to two (2) additional badges, either a wallet or dome badge, at their own expense.

C. Badge size, design, and circumstances specifying badge use and purchase will be determined by the State.

D. When the Unit 6 Peace Officer retires from state service, the CDCR Peace Officer will be provided a flat badge in retired status in an appropriate case with a clear slot for the also presented retiree identification. Both departments shall be responsible for ensuring that an appropriate retired status designation is affixed to the badge. If a Unit 6 Peace Officer retires and relinquishes the optional badge to the Department, that department shall reimburse the Peace Officer for the optional badge at the current, fair market value.

E. When the Unit 6 Peace Officer separates from state service, for other than retirement purposes, the Peace Officer shall relinquish the provided badge to the Appointing Authority's designee. The separating Peace Officer shall relinquish any optional badge he/she may have, and the State shall reimburse the separating Peace Officer for the optional badge at the current, fair market value.

F. Transportation Officers and Camp COs in the DJJ will be issued badges by DJJ.

G. Correctional Counselors shall be allowed to wear a belt badge while on duty.

H. When the State determines that a badge becomes so worn that it becomes difficult to read the badge number or its other significant markings, the State shall refurbish the badge at no cost to the employee.

I. Within ninety (90) days of ratification of this agreement, the CDCR/DSH/CalHR and CCPOA agree to meet and discuss DSH MTA badges.

## 14.06 Replacement of Damaged Personal Clothing and/or Articles

A. An employee shall exercise reasonable choice in and care of their personal clothing and/or articles when attending to their assigned duties and responsibilities.

B. When an employee's personal clothing and/or articles, which are necessarily worn or used by the employee and required for work performance, are damaged by wards, inmates or clients who are under the control of the State, so that said

clothing and/or articles are unacceptable for public view, and the damage occurs through no wrongful act of neglect on the part of the employee, the State shall reimburse the employee for the clothing or article based on a reasonable fair market value of the item(s).

C. Damage due simply to normal wear during the course of work shall not be compensable by the State.

**14.07 Commute Program**

A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of $65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of $65 per month. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

B. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of $65 per month. In lieu of the van pool rider reimbursement, the State shall provide $100 per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for 75 percent (75%) of the cost up to a maximum of $65 per month or in the case of the primary van pool driver, the $100 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

## ARTICLE XV
## SALARIES

**15.01 Salaries- Adjustment to Salary Ranges**

A. **General Salary Increase**

Effective January 1, 2015, all employees in Bargaining Unit 6 shall receive a general salary increase (GSI) of 4%.

Upon transition in 2014 to a seven (7) day, forty-one (41) hour, 7k schedule, the affected ranges below will be amended to reflect the new 7k schedule consistent with Sections 11.08 and 11.11.

B. **Salary Ranges**

**1. CO**

COs (WY50/9662) will be appointed to the appropriate alternate ranges as follows:

a. **Range 1**: This hourly apprenticeship range shall apply to COs while attending the basic academy who do not meet the criteria for payment in Range B, Range C, Range J or Range K.

b. **Range A**: This apprenticeship range shall apply to COs while attending the basic academy established by the departments, who do not meet the criteria for payment in Range B, Range C, Range J or Range K.

c. **Range B**: This apprenticeship range shall apply to employees who have graduated from or completed the appropriate basic academy established by the departments, who do not meet the criteria for payment in Range C, Range J or Range K. COs are ineligible to move to Range B until completion of one (1) week of orientation and three (3) weeks of training with a Field Training Officer.

Upon movement to Range B from Range 1 or Range A, employees shall receive the minimum salary rate. Upon satisfactory progress in completing requirements of the apprenticeship program established for the classification, employees are eligible to receive one (1) step five percent (5%) apprenticeship increases effective the first day of the monthly pay period following every six (6) qualifying pay periods until the maximum of the range is reached.

**NOTE:** To document the one (1) step five percent (5%) apprenticeship increase, the State Controller's Office shall treat the increase as a Merit Salary Adjustment (MSA) in order to automate the increase. This increase is subject to the Merit Salary Adjustment (MSA) process.

d. **Range C**: This journey-person range shall apply to employees who have satisfactorily completed the apprenticeship program for the employee's classification and who do not meet the criteria for payment in Range K.

Upon movement to Range C from Range B or Range J employees shall receive the minimum salary rate or a one (1) step five percent

(5%) increase, whichever is higher and shall receive a new merit salary adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range C, employees shall receive merit salary adjustments in accordance with BU 6 MOU until the maximum of the range is reached.

e. **Range J**. This apprenticeship range shall apply to incumbents who meet criteria for payment at Range B under Alternate Range Criteria 168 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period.

f. **Range K**. This journeyperson range shall apply to incumbents who meet criteria for payment at Range C under Alternate Range Criteria 168 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU.

(1) This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period.

(2) Upon movement to Range K from Range C, employees shall receive a one-step (5%) increase and shall retain their merit salary adjustment anniversary date.

(3) Upon movement to Range K from Range J employees shall receive the minimum salary rate and shall receive a new merit salary adjustment anniversary date.

(4) Thereafter, every twelve (12) qualifying pay periods, employees shall receive merit salary adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

(5) When employees are no longer eligible for payment under the provisions of Range K, they shall be placed in Range C with one-step (5%) decreased from their Range K salary rate and shall retain their merit salary adjustment anniversary date. Salary Ranges 1, A, B, and C may be used individually to make salary comparisons for discretionary actions between classes. Salary Range C shall be used to make salary comparisons for mandatory actions if the move is “to” the class of Correctional Officer (CO). Salary Ranges J and K

shall NOT be used to make salary comparisons between classes, except as provided for in Section 15.19.

## 2. YCO

YCOs (WU90/9579) will be appointed to the appropriate alternate ranges as follows:

a. **Range 1**: This hourly apprenticeship range shall apply to YCOs while attending the basic academy who do not meet the criteria for payment in Range B, Range C, Range J or Range K.

b. **Range A**: This apprenticeship range shall apply to YCOs while attending the basic academy established by the departments, who do not meet the criteria for payment in Range B, Range C or Range J or Range K.

c. **Range B**: This apprenticeship range shall apply to employees who have graduated from or completed the appropriate basic academy established by the departments, who do not meet the criteria for payment in Range C, Range J or Range K.

   Upon movement to Range B from Range 1 or Range A, employees shall receive the minimum salary rate. Upon satisfactory progress in completing requirements of the apprenticeship program established for the classification, employees are eligible to receive one (1) step five percent (5%) apprenticeship increases effective the first day of the monthly pay period following every six (6) qualifying pay periods until the maximum of the range is reached.

   **NOTE:** To document the one (1) step five percent (5%) apprenticeship increase, the State Controller's Office shall treat the increase as a Merit Salary Adjustment (MSA) in order to automate the increase. This increase is subject to the Merit Salary Adjustment (MSA) process.

d. **Range C**: This journey-person range shall apply to employees who have satisfactorily completed the apprenticeship program for the employee's classification and who do not meet the criteria for payment in Range K.

   Upon movement to Range C from Range B or Range J employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher and shall receive a new merit salary adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range C, employees shall receive merit salary adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

e. **Range J.** This apprenticeship range shall apply to incumbents who meet criteria for payment at Range B under Alternate Range Criteria

168 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period.

f. **Range K**. This journeyperson range shall apply to incumbents who meet criteria for payment at Range C under Alternate Range Criteria 168 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU.

(1) This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period.

(2) Upon movement to Range K from Range C, employees shall receive a one-step (5%) increase and shall retain their merit salary adjustment anniversary date.

(3) Upon movement to Range K from Range J employees shall receive the minimum salary rate and shall receive a new merit salary adjustment anniversary date.

(4) Thereafter, every twelve (12) qualifying pay periods, employees shall receive merit salary adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

(5) When employees are no longer eligible for payment under the provisions of Range K, they shall be placed in Range C with one-step (5%) decreased from their Range K salary rate and shall retain their merit salary adjustment anniversary date. Salary Ranges 1, A, B, and C may be used individually to make salary comparisons for discretionary actions between classes. Salary Range C shall be used to make salary comparisons for mandatory actions if the move is “to” the class of Youth Correctional Officer (YCO). Salary Ranges J and K shall NOT be used to make salary comparisons between classes, except as provided for in Section 15.19.

**3. Youth Correctional Counselor**

Youth Correctional Counselor (WU65/95814) will be appointed to the appropriate alternate ranges as follows:

a. **Range A**: This apprenticeship range shall apply to employees while attending the basic academy established by the Department and who do not meet the criteria for payment in Range B, Range C, Range J or Range K.

b. **Range B**: This apprenticeship range shall apply to employees who have graduated from basic academy established by the Department and who do not meet the criteria for payment in Range C, Range J or Range K.

Upon movement to Range B from Range A, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher, and shall receive a new merit salary adjustment anniversary date. Upon satisfactory progress in completing requirements of the apprenticeship program established for the classification, employees are eligible to receive one (1) step five percent (5%) apprenticeship increases effective the first day of the monthly pay period following every six (6) qualifying pay periods until the maximum of the range is reached.

**NOTE**: To document the one (1) step five percent (5%) apprenticeship increases, the State Controller's Office shall treat the increase as a Merit Salary Adjustment (MSA) in order to automate the increase. This increase is subject to the Merit Salary Adjustment (MSA) process.

c. **Range C**: This journeyperson range shall apply to employees who have satisfactorily completed twenty-four (24) months in Range B or Range J and the apprenticeship program for the employee's classification and who do not meet the criteria for payment in Range K.

Upon movement to Range C from Range B or Range J, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher and shall receive a new merit salary adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range C, employees shall receive merit salary adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

d. **Range J**: This apprenticeship range shall apply to incumbents who meet criteria for payment at Range B under Alternate Range Criteria 170 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7k provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period.

e. **Range K.** This journeyperson range shall apply to incumbents who meet criteria for payment at Range C under Alternate Range Criteria 170 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period.

**4. Correctional Counselor I and PA I**

Correctional Counselors I (XS40/9904); PAs I, Adult Parole (XE70/9765); and PAs I, CYA (XC80/9701) will be appointed to the appropriate alternate ranges as follows:

a. **Range A**: This apprenticeship range shall apply to employees who do not meet the criteria for payment in Range B, Range J or Range K.

Upon entry to this range, the employee shall normally receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher. Upon satisfactory progress in completing requirements of the apprenticeship program established for that classification, employees are eligible to receive a one (1) step five percent (5%) apprenticeship increase effective the first day of the monthly pay period following every six (6) qualifying pay periods thereafter until the maximum of the range is reached.

**NOTE**: To document the one (1) step five percent (5%) apprenticeship increase, the State Controller's Office shall treat the increase as a Merit Salary Adjustment (MSA) in order to automate the increase. This increase is subject to the Merit Salary Adjustment (MSA) process.

b. **Range B**: This journey-person range shall apply to employees who have satisfactorily completed twenty-four (24) months of service in Range A and the apprenticeship program for the employee's classification.

Upon movement to Range B from Range A, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher and shall receive a new Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range B, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

c. **Range J**. This apprenticeship range shall apply to employees who do meet the criteria for payment at Range A under Alternate Range

Criteria 329 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period.

(1) Upon movement to Range J from Range A, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date. Thereafter, employees are eligible to receive a one-step (5%) apprenticeship increase effective the first day of the monthly pay period following every six (6) qualifying pay periods until the maximum range is reached.

(2) When employees are no longer eligible for payment under the provisions of Range J they shall be placed in Range A with one-step (5%) decreased from their Range J salary rate and shall retain their Merit Salary Adjustment anniversary date.

d. **Range K**. This journeyperson range shall apply to incumbents who meet the criteria for payment at Range B under Alternate Range Criteria 329 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period.

(1) Upon movement to Range K from Range B, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range K, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

(2) Upon movement to Range K from Range J employees shall receive the minimum salary rate or one-step (5%) increase, whichever is higher, and shall receive a new Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range K, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

(3) When employees are no longer eligible for payment under the provisions of Range K, they shall be placed in Range B with one-step (5%) decreased from their Range K salary rate and shall retain their Merit Salary Adjustment anniversary date.

**Employees INITIALLY appointed on or after October 1, 1992 to the classification of Correctional Counselor I; Parole Agent I, Adult Parole; or Parole Agent I, Youth Authority shall NOT be eligible for appointment nor subsequent movement to Ranges W, X, L or M.**

**Employees INITIALLY appointed PRIOR to October 1, 1992 to the classification of Correctional Counselor I; Parole Agent I, Adult Parole; or Parole Agent I, Youth Authority shall have permissive reinstatement eligibility only to Ranges W, X, L and M.**

e. **Range W:** This range shall apply to employees hired (to the above classifications) PRIOR to October 1, 1992 who do not meet the criteria for payment in Range X, Range L or Range M.

f. **Range L**. This range shall apply to employees hired (to the above classifications) PRIOR to October 1, 1992 who do meet the criteria for payment at Range W under Alternate Range Criteria 329 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period.

Upon movement to Range L from Range W, employees shall receive a one-step (5%) increase and shall retain their salary adjustment anniversary date.

When employees are no longer eligible for payment under the provisions of Range L, they shall be placed in Range W with one-step (5%) decrease from their Range L salary rate and shall retain their salary adjustment anniversary date.

g. **Range X**: This range shall apply to employees hired to the above classifications PRIOR to October 1, 1992, who have satisfactorily completed twelve (12) months' experience in California State service in the classification of Correctional Counselor I; Parole Agent I, Adult Parole; or Parole Agent I, Youth Authority.

Upon movement to Range X from Range W, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher. Thereafter, every twelve (12) qualifying pay periods after movement to Range X, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

h. **Range M**. This range shall apply to incumbents who meet the criteria for payment at Range X under Alternate Range Criteria 329 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the department

under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period.

(1) Upon movement to Range M from Range X, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range M employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

(2) Upon movement to Range M from Range L, employees shall receive the minimum salary rate, or a one-step (5%) increase, whichever is higher, and shall receive a new Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range M, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

(3) When employees are no longer eligible for payment under the provisions of Range M, they shall be placed in Range X with one-step (5%) decreased from their Range M salary rate and shall retain their Merit Salary Adjustment anniversary date.

i. Salary Ranges A, B, W, and X may be used individually to make comparisons for discretionary actions between classes. Salary Ranges B and X shall be used to make salary comparisons for mandatory actions if the move is “to” the class of Parole Agent I, Adult Parole (PA I, AP); or Correctional Counselor I (CCI), or Parole Agent I, Youth Authority. Salary Ranges J, K, L, and M shall NOT be used to make salary comparisons between classes, except as provided for in Section 15.19.

**5. Fire Captain, Correctional Institution**

Fire Captain, Correctional Institution (VZ38/9001) will be appointed to the appropriate alternate ranges as follows:

a. **Range A:** This apprenticeship range shall apply to employees who do not meet the criteria for payment in Range B, Range J, Range K, Range L or Range M.

Upon appointment to this range, employees are eligible to receive a one (1) step five percent (5%) apprenticeship increase effective the first day of the monthly pay period following every twelve (12)

qualifying pay periods thereafter until the maximum of the range is reached.

**NOTE:** To document the one (1) step five percent (5%) apprenticeship increase, the State Controller's Office shall treat the increase as a Merit Salary Adjustment (MSA) in order to automate the increase. This increase is subject to the Merit Salary Adjustment process.

b. **Range B**: This journeyperson range shall apply to employees who have completed twenty-four (24) months of service in Range A, or Range J, or Range L and the apprenticeship program for the employee's classification and who do not meet the criteria for payment in Range K or Range M.

Upon movement to Range B from Range A, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher, and shall receive a new Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range B, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

c. **Range J.** This apprenticeship range shall apply to incumbents who meet criteria for payment at Range A under Alternate Range Criteria 330 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period; or

d. **Range L**. This apprenticeship range shall apply to full-time incumbents who meet criteria for payment at Range A under Alternate Range Criteria 330 and who are required to work a minimum of 216 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU.

(1) Upon movement to Range J from Range A, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date.

(2) Upon movement to Range L from Range A, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date.

(3) Thereafter, employees are eligible to receive a one-step (5%) apprenticeship increase effective the first day of the monthly pay period following every twelve (12) qualifying pay periods thereafter until the maximum of the range is reached. Qualifying pay periods include time served in Range A, if applicable.

**NOTE:** To document the one-step (5%) apprenticeship increase, the State Controller's Office shall treat the increase as an MSA in order to automate the increase. This increase is subject to the MSA process.

When employees are no longer eligible for payment under the provisions of Range J or Range L they shall be placed in Range A with a one-step (5%) decrease from their Range J or Range L salary rate and shall retain their Merit Salary Adjustment anniversary date.

e. **Range K.** This journeyperson range shall apply to incumbents who meet criteria for payment at Range B under Alternate Range Criteria 330 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period; or

(1) Upon movement to Range K from Range B employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date.

(2) Upon movement to Range K from Range J employees shall receive the minimum salary rate and shall receive a new Merit Salary Adjustment anniversary date. Upon movement to Range M from Range B, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date.

f. **Range M**. This journeyperson range shall apply to full-time incumbents who meet criteria for payment at Range B under Alternate Range Criteria 330 and who are required to work a minimum of 216 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to Section 17.02 of the BU 6 MOU.

(1) Upon movement to Range M from Range L, employees shall receive the minimum salary rate and shall receive a new Merit Salary Adjustment anniversary date.

(2) Thereafter, every twelve (12) qualifying pay periods after movement to Range K or Range M, employees shall receive merit salary adjustments in accordance with the BU 6 MOU until the maximum of the range is reached. Qualifying pay periods include time served in Range B, if applicable.

(3) When employees are no longer eligible for payment under the provisions of Range K or Range M, they shall be placed in Range B with one-step (5%) decreased from their Range K or Range M salary rate and shall retain their Merit Salary Adjustment anniversary date.

Salary Ranges A and B may be used individually to make salary comparisons for discretionary actions between classes. Salary Range B shall be used to make salary comparisons for mandatory actions if the move is "to" the class of Fire Captain, Correctional Institution (FC, CI). Salary Ranges J, K, L and M shall NOT be used to make salary comparisons between classes, except as provided for in Section 15.19.

**6. MTA, Correctional Facility**

MTAs, Correctional Facility (WZ25/8217) MTA (Psychiatric) (WZ26/8221) shall be appointed to the appropriate alternate ranges as follows:

a. **Range A**: This range shall apply to employees who do not meet the criteria for payment in Range B, Range J or Range K.

b. **Range B**: This range shall apply to employees who have satisfactorily completed twelve (12) months in Range A and who do not meet the criteria for payment to Range K.

Upon movement to Range B from Range A, employees shall receive the minimum salary rate or a one (1) step (five percent [5%]) increase, whichever is higher. Thereafter, every twelve (12) qualifying pay periods after movement to Range B, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

c. **Range J**: This apprenticeship range shall apply to the incumbents who meet criteria for payment at Range A under Alternate Range Criteria 290 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period.

Upon movement to Range J from Range A, employees shall receive the minimum salary rate and shall retain their Merit Salary Adjustment anniversary date.

When employees are no longer eligible for payment under the provisions of Range J they shall be placed in Range A at the minimum salary rate and shall retain their Merit Salary Adjustment anniversary date.

d. **Range K**: This journeyperson range shall apply to the incumbents who meet criteria for payment at Range B under Alternate Range Criteria 290 and who are required to work a minimum of 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to 164 hours in a 28 consecutive day work period. Upon movement to Range K from Range B, employees shall receive a one step (5%) increase and shall retain their Merit Salary Adjustment anniversary date.

Upon movement to Range K from Range J, employees shall receive the minimum salary rate and shall receive a new Merit Salary Adjustment anniversary date.

Thereafter, every twelve (12) qualifying pay periods after movement to Range K, employees shall receive performance salary adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

When employees are no longer eligible for payment under the provisions of Range K, they shall be placed in Range B with one-step (5%) decreased from their Range K salary rate and shall retain their Merit Salary Adjustment anniversary date.

Salary Ranges A and B may be used individually to make salary comparisons for discretionary actions between classes. Salary Range B shall be used to make salary comparisons for mandatory actions if the move is “to” the class of Medical Technical Assistant, Correctional Facility (MTA, CF), Medical Technical Assistant, Psychiatric, or Casework Specialist, Youth Authority. Salary Ranges J and K shall NOT be used to make salary comparisons between classes, except as provided for in Section 15.19.

Upon movement in the same class to the same alternate range:

The employee shall move to the same alternate range and retain his/her salary rate and salary adjustment anniversary date. Example: MTA, CF, Range J to MTA, CF, Range J.

Upon movement to another RO6 class with exactly the same alternate range:

To determine the new ("to") appointment salary rate, Range J and Range K employees will move from the appropriate rate in Range A or Range B by reducing the based-on salary rate by one step (5%). Apply the appropriate salary rule application to this reduced rate (other special pays and/or pay differentials, etc., may come into play).

The salary adjustment anniversary date is unaffected by this process. However, the anniversary date for Ranges A and J is subject to the RO6 apprenticeship provisions and are not governed by the Department of Personnel Administration anniversary rules. The new ("to") anniversary date is established based on the provisions of the new ("to") class, if applicable.

C. **PERMISSIVE** reinstatement to state service after a permanent break in service into CO, YCO, and Youth Correctional Counselor classifications:

1. Employees who had a prior appointment in Range 1 or Range A of CO who have NOT graduated from or completed the basic academy who are permissively reinstating to state service after a permanent break in service to the classification of CO shall only be eligible for appointment to Range 1.

2. Employees who had a prior appointment in Range A of YCO or Youth Correctional Counselor who have NOT graduated from or completed the basic academy and site orientation who are permissively reinstating after a permanent break in state service to the classification of YCO or Youth Correctional Counselor shall only be eligible for appointment to Range A.

   As part of the Appointing Authority's review of the employee's eligibility for an incentive increase under the salary ranges, the local apprenticeship committee shall advise the Appointing Authority if the employee is meeting the requirements of the apprenticeship program. This does not preclude the Appointing Authority from considering other performance factors in approving or denying the incentive increase.

   If the apprentice desires to appeal the Warden's decision, the apprentice shall appeal to CalHR within thirty (30) calendar days after receipt of the Warden's written decision. CalHR shall respond to the apprentice within twenty (20) calendar days after receipt of the appeal.

   If the apprentice is not satisfied with CalHR's written decision, the apprentice may request CCPOA to appeal the decision, on the apprentice's behalf, within fifteen (15) calendar days of receipt of CalHR's decision. The arbitration process shall follow the rules of the MOU Article VI.

## 15.02 Recruitment Incentive

A. In recognition of recruitment and retention problems, the parties agree that the State shall provide a $175 per month housing stipend for all employees employed at San Quentin (SQ), and the Correctional Training Facility (CTF).

B. Effective July 1, 1999, the State shall provide a $175 per month housing stipend for all employees employed at Salinas Valley State Prison (SVSP).

C. This housing stipend shall be part of the employee's normal check for permanent full-time and permanent part-time employees, but shall not be included for purposes of computing benefits (including, but not limited to, PERS calculations) and/or additional compensation. In terms of withholding for tax purposes, this stipend shall be subject to the same withholding rules as the normal checks. The housing stipend shall be applicable for each full pay period of employment at the eligible facilities or offices.

D. In order to receive this housing stipend, an employee must make a commitment to stay at the eligible facilities or offices through June 30 of each eligible year.

E. The parties agree to reopen this section in regard to new facilities and/or institutions.

F. When CDCR believes a recruitment or retention problem exists in a specific parole unit they agree to request that CalHR authorize a plus adjustment for the affected unit.

G. Employees on IDL shall continue to receive this stipend.

## 15.03 Merit Salary Adjustments (MSA)

A. Employees who are not paid at the maximum step of the salary range for their classification shall receive annual Merit Salary Adjustments (MSA) in accordance with Government Code Section 19832 and applicable CalHR rules.

B. A Merit Salary Adjustment shall occur effective on the first of the monthly pay period next following completion of:

1. Twelve months of qualifying service after (a) appointment; or (b) the employee's last MSA; or (c) the employee's last special in-grade salary adjustment; or (d) movement between classes which resulted in a salary increase of one or more steps, or (e) as provided in subsection B(2).

2. The number of months of qualifying service as provided by CalHR after movement between classes which resulted in a salary increase of less than one step as provided in CalHR Rule 599.683.

C. Employees shall be informed in writing that their MSA is being denied ten (10) working days prior to what would have been the effective date of the MSA along with a written explanation of the reason why.

D. The provisions of this section do not apply to salary ranges that are subject to the "apprentice increase" process stated in Section 15.01 (e.g., Range B/J for Correctional Officer/Youth Correctional Officer and Youth Correctional Counselor).

E. Employees who are certified as successful job performers shall receive their Merit Salary Adjustment (MSA). Successful job performance shall be based on the latest performance evaluation on file as of the date of the pay increase. If no performance report is on file, the employee shall be deemed to have been performing successfully and shall receive his/her MSA. Employees who are denied their MSA may be reconsidered for the MSA at any future time, but at least every three (3) months. An employee whose MSA is denied under this section may grieve the denial under the procedure described below up to the mini-arb procedure process described in Section 6.13. Grounds for the grievance shall be limited to the following:

1. Failure to receive a performance appraisal during the one (1) year period prior to the employee's MSA, in which case the arbitrator shall direct that the employee receive the MSA.

2. Clear and compelling disparity between the Appointing Authority or designee's failure to grant the MSA and the employee's performance.

3. Circumstances clearly and substantially indicating that the Appointing Authority or designee's denial of the MSA was determined by factors other than the employee's job performance.

## 15.04 Employer-Paid Retirement Contributions

The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code and IRS Ruling 2006-43 concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in the bargaining unit. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee. Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

A. DEFINITIONS

Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

1. “Employees.” The term “employees” shall mean those employees of the State of California in Bargaining Unit 6 who make employee contributions to the PERS retirement system.

2. “Employee Contributions.” The term “employee contributions” shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees’ accounts.

3. “Employer.” The term “employer” shall mean the State of California.

4. “Gross Income.” The term “gross income” shall mean the total compensation paid to employees in Bargaining Unit 6 by the State of California as defined in the Internal Revenue Code, and rules and regulations established by the Internal Revenue Code.

5. “Retirement System.” The term “retirement system” shall mean the PERS retirement system as made applicable to the State of California under the provisions of the Public Employees’ Retirement Law (California Government Code Section 20000, et. seq.).

6. “Wages.” The term “wages” shall mean the compensation prescribed in this MOU.

B. PICK UP OF EMPLOYEE CONTRIBUTIONS

1. Pursuant to the provisions of this MOU, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.

2. Employee contributions made under paragraph A. of this Section shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under paragraph A. of this Section shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this MOU.

4. The employee does not have the option to receive the employee contributed amounts paid pursuant to this MOU directly instead of having them paid to the retirement system.

C. WAGE ADJUSTMENT

Notwithstanding any provision in this MOU to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

D. LIMITATIONS TO OPERABILITY

This Section shall be operative only as long as the State of California pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

E. NON-ARBITRABILITY

The parties agree that no provisions of this Section shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this MOU.

## 15.05 Flight Pay

A. An employee who is required to fly on noncommercial aircraft for an average of four (4) hours flight time per month, shall receive payment of $165 per month in addition to his/her base salary for that pay period. Effective July 1, 2003, this differential shall be $165 or the equivalent of 3.6% of the top step of the salary range for the Correctional Officer classification, whichever is greater.

B. Employees who qualify for flight pay shall also receive $110 annually for insurance for flying on noncommercial carriers.

## 15.06 Bilingual/Sign Language Pay

An employee, certified "bilingual" or sign linguist, who is required to utilize his/her bilingual/sign language skills, shall receive a $100 per month bilingual/sign language pay differential. Payment shall commence after certification and utilization of these skills on the first pay period in which the employee was certified by the Board as being bilingual or sign linguist.

A. Bilingual/sign language pay of $100 per month shall be paid to employees utilized by the State to interpret or translate either verbal or written communications to and from a foreign language.

B. An employee is entitled to receive bilingual/sign language pay provided that employee has passed the State's bilingual/sign language proficiency examination and has been required by a supervisor to use these skills on a continuing basis. Use of bilingual/sign language skills includes any combination of conversational, interpretational, or translation in a second language or related activities performed with the specific bilingual/sign language transactions.

C. The position or post held by the employee is irrelevant to the employee's entitlement to bilingual/sign language pay status.

D. The bilingual/sign language pay program is to be administered in accordance with CalHR Rules and Regulations.

## 15.07 Fitness Incentive Pay

A. Consistent with current practice as described below, Unit 6 employees with less than 60 qualifying pay periods in the bargaining unit shall receive a flat rate of $65 per pay period for successfully completing a medical exam.

Bargaining Unit 6 employees with 60 qualifying pay periods or more in the unit shall receive a flat rate of $130 per pay period for successfully completing a medical exam. The medical exam presently being utilized shall be taken annually. For the purposes of this section, a qualifying pay period is defined as 11 days of work or more for full time employees, and 88 hours of work or more for Permanent

Intermittent Employees (PIE) in a pay period. Should a PIE have worked 88 or more qualifying hours in any of the 60 qualifying pay periods prior to the effective date of this MOU, each of these pay periods shall count as a qualifying pay period for purposes of determining the employee's eligibility for Fitness Incentive Pay (FIP). This paragraph shall not apply to employees who currently receive FIP.

B. This fitness incentive pay shall be a part of the employee's normal check for permanent fulltime and permanent part-time employees, but shall not be included for purposes of computing benefits (including, but not limited to, PERS calculations) and/or additional compensation. In terms of withholding for tax purposes, this stipend shall be subject to the same withholding rules as normal checks.

**15.08 Night Shift Differential/Weekend Differential**

**Night Shift Differential**

A. Employees who work four (4) or more hours of a scheduled work shift falling between 6 p.m. and 6 a.m., and who are in a class listed below, shall receive a 50 cents shift pay differential per hour. DJJ Institutional Parole Agents/Casework Specialists who work at least two (2) hours of a scheduled work shift falling between 6 p.m. and 6 a.m. shall receive such shift differential.

| Class Title | Class | Schem |
|---|---|---|
| Correctional Counselor I | 9904 | XS40 |
| Correctional Officer | 9662 | WY50 |
| Youth Correctional Officer | 9579 | WU90 |
| Medical Technical Assistant CF | 8217 | WZ25 |
| Medical Technical Assistant P | 8221 | WZ26 |
| Youth Correctional Counselor | 9581 | WU65 |
| Fire Captain, CI | 9001 | VZ38 |
| DJJ Institutional Parole Agents/ Casework Specialists | 9701/9901 | XC80/XR30 |

**Weekend Differential**

B. Employees who work four (4) or more hours of a scheduled shift on either a Saturday or a Sunday, and who are listed in the class above, shall receive 65 cents pay differential per hour for their scheduled weekend work. This will be an additional 15 cents per hour to any other shift differential already paid, and 65 cents per hour for second watch employees.

Weekend shift differentials are not to be combined with night shift differential. If an employee is currently receiving night shift differential, he/she is only entitled to the additional amount up to the total weekend differential shift amount.

**15.09 K-9 Duty Compensation and Overtime**

A. The State agrees to compensate canine officers for routine time spent for canine care outside the regular work schedule at the prevailing federal or state minimum hourly rate per hour, whichever is greater. The parties further agree that routine daily canine care generally requires up to sixteen (16) hours each pay period beyond an officer's regular work schedule. This daily "routine" K-9 care will be compensated based on the prevailing federal or state (whichever is greater) minimum hourly wage at time-and-one-half hourly rate. The officer is only pre-approved for up to sixteen (16) hours per pay period. The officer will submit this overtime via the daily timekeeping process and it will be in addition to any other regular overtime the officer may have worked.

If an officer needs to exceed the maximum daily routine care time allotment noted in A. above, the officer must obtain his/her supervisor's approval prior to exceeding the maximum. The officer must justify the need to exceed the maximum in writing.

B. Daily routine care performed outside the regular work hours consists of various tasks such as feeding, grooming, medicating, exercising the dog(s), performing incidental maintenance training, spraying for pest control in the area, and preparing and cleaning the living space for the dog(s).

C. As long as the officer has K-9 responsibility even when they are on sick leave, vacation, or other approved leave, they may accrue up to thirty (30) minutes per day of daily routine care as noted in A. above.

D. The employer will pay for food and veterinary care for the dog(s) and miscellaneous incidentals for dog care such as brushes, detergents, soaps, flea control products, and pest control sprays.

E. The employer will pay the officer at his or her regular overtime rate of pay for extra duties such as emergency veterinary care, outside the normal work schedule or any duties assigned by management, such as, searches, pre-approved non-routine training and all other dog-related matters not specifically enumerated in paragraph B. above.

F. Management retains the right to call an officer and their dog to duty at anytime outside their regular work schedule. On such occasions, the employer will pay the officer, if applicable, in accordance with existing "callback" rules.

G. The State prohibits canine officers from performing any work while traveling to or from the institution or worksite with the dog. If the officer must travel to an "other than normal" worksite, the State will compensate the officer for any increase in travel time in accordance with prevailing travel rules. The State may require the officer and the dog to travel only during regular work hours.

H. The State reserves the right to discontinue the use of canine units, or to provide for their total care and maintenance at the institution.

I. A K-9 officer is required to obtain a certification that he or she has received the required dog handler training.

**15.10 401 (k) Plan**

Employees in Unit 6 are to be included in the State of California, CalHR's 401 (k) Deferred Compensation Program.

DEFERRED COMPENSATION

The State of California will have two (2) voluntary deferred compensation programs under Sections 457 and 401 (k) of the IRS Code.

The IRS has approved the State's 1985 request for a 401 (k) program. A single state plan paralleling the 457 will be provided to employees.

The 401 (k) is a currently qualified trust, which is subject to the 1986 and 1987 tax code revisions. As a result it will be, at least initially, more advantageous for those earning less than $66,000 per year, subject to COLA.

401 (k) programs hold in trust employees' money while the 457 holds State money in trust for the employee.

Currently, the 401 (k) has the following provisions which differ from the 457:

- Allows for a loan provision whereby an employee can borrow against his/her fund;
- Allows IRAs to be rolled into the 401 (k) fund or out of 401 (k) into an IRA without first taxing;
- Allows for a five (5) year forward averaging when the funds are drawn out;
- Allows for a maximum contribution which increases each year by the increase in the national CPI rate.

Penalizes persons earning over $66,000 by reverting contribution for taxing purposes if the plan's ratio of contribution by higher paid employees substantially exceeds lower paid.

IRS changes may make the 401 (k) program unattractive in the future. As a result, the State intends to offer the same investments to both the 457 and 401 (k) participants to assure both funds earn maximum interest. If the 401 (k) must be eliminated in later years, employee funds will be protected.

**15.11 Salary Definitions**

For the purpose of salary actions affecting employees, the following definitions shall apply.

A. “Salary range” is the minimum and maximum rate currently authorized for the class.

B. “Step” is a five percent (5%) differential above or below a salary rate, rounded to the nearest dollar.

C. “Rate” for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and, for employees compensated on a daily or hourly basis, any one of the dollar and cents amounts found within the salary range.

D. “Range differential” is the difference between the maximum rate of two (2) salary ranges of the pay plan.

E. “Substantially the same salary range” is a salary range with the maximum salary rate the same as or less than two (2) steps higher or lower than the maximum salary rate of another salary range.

F. “Higher salary range” is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.

G. “Lower salary range” is a salary range with the maximum salary rate at least two (2) steps lower than the maximum salary rate of another salary range.

H. Under paragraph B., one step higher is calculated by multiplying the rate by 1.05 (rounded) (e.g., $2,300 x 1.05 = $2,415.00 [rounded to $2,415]). One (1) step lower is calculated by dividing the rate by 1.05 (rounded) (e.g., $2,415 divided by 1.05 = $2,300.00 [rounded to $2,300]).

I. Under paragraphs E., F., and G., two (2) steps higher is calculated by multiplying the rate by 1.05 (rounded) and then multiplying the result by 1.05 (rounded) (e.g., $2,300 x 1.05 = $2,415.00 [rounded to $2,415]; $2,415 x 1.05 = $2,535.75 [rounded to $2,536]). Two (2) steps lower is calculated by dividing the rate by 1.05 (rounded) and then dividing the result by 1.05 (rounded) (e.g., $2,536 divided by 1.05 = $2,415.2381 [rounded to $2,415]; $2,415 divided by 1.05 = $2,300.00 [rounded to $2,300]). This method is referred to as the Universal Salary Schedule calculation.

Unless otherwise provided by SPB, the lowest salary range currently authorized for the class is used to make salary comparisons between classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

The numbers in this section are examples.

## 15.12 Overpayments/Payroll Errors (Accounts Receivable)

A. This provision applies when the State determines that an overpayment has been made to an employee. "Overpayment" is defined as cash or time off that has been overpaid, regardless of the reason.

B. When an employee is overpaid or owes the State money, the employee shall be given reasonable individual notice in writing prior to the State establishing an accounts receivable. Employees assigned to camp positions will be provided written notice of any overpayment. This notice will be sent certified mail/return receipt requested.

C. If an overpayment occurs, reimbursement shall be made to the State through one (1) of the following methods:

1. First, in cash payment(s) mutually agreed to by the employee and the State; or

2. Installments through payroll deduction to cover the same number of pay periods in which they are accrued, provided the full amount is recovered in one (1) year or less.

   Where over-payments have continued for more than one (1) year, full payment may be required by the State through payroll deductions over the period of one (1) year. In those cases involving large accounts receivables, longer periods of replacement may be agreed to; or,

3. Upon employee request, the overpayment shall be satisfied by use of leave credits, excluding sick leave.

D. In any event, the maximum part of the aggregate disposable earnings of an individual for any pay period which may be subject to garnishment may not exceed the lesser of twenty-five percent (25%) of his/her disposable earnings for the pay period or the amount by which the individual's disposable earnings for the pay period exceed the state minimum hourly wage, in effect at the time the earnings are payable, multiplied by 173 1/3 hours. The term "garnishment" means any legal or equitable procedure (including, but not limited to, tax payments, child support payments, spousal support payments, earnings withholding orders, and accounts receivable) through which the earnings of any individual are required to be withheld for payment of any debt.

E. If an employee who was given an advance, signed a waiver and should have reasonably known that the overpayment occurred, the schedule of repayment may be determined by the State, and will not be subject to paragraphs C. above and H. below.

F. An employee whose employment is terminated prior to full repayment of the amount owed shall have withheld from any money owing the employee, upon

termination, an amount sufficient to provide full repayment. If the final amount owed to the employee is insufficient to provide full reimbursement to the State, the State shall have the right to exercise any and all other legal means to recover the additional amount owed.

G. No provision of this section shall supersede the current procedure for the correction or repayment of errors or other losses directed by third parties covering areas such as insurance, retirement, social security, court ordered payments or disability pay.

H. The State agrees to hold CCPOA harmless with respect to reasonable legal expenditures, costs and/or judgments.

I. If the employee believes an overpayment did not occur, or that the repayment schedule is not equitable, he/she may appeal by grievance at the second level within ten (10) work days of the notice of overpayment. No action shall be taken to establish an "accounts receivable," if a grievance has been filed, until after the Department has responded to the grievance at the third level.

J. In CDCR, if an accounts receivable is established because an employee has failed to submit a completed "998", the employee may file a grievance at the second level of review. If the grievance is not resolved, the grievance may be appealed to arbitration under the mini-arb process pursuant to Article VI of this MOU. The arbitrator may order the reversal of the accounts receivable if he/she finds there are mitigating circumstances for failure to submit the 998A, or if the State fails to follow the correct process as outlined in the Agreement.

K. No administrative action shall be taken by the State to recover an overpayment unless the action is initiated within three (3) years from the date of the overpayment.

**15.13 Recruitment—Avenal, Ironwood, Chuckawalla Valley, Calipatria, Centinela**

A. Employees who are employed at Avenal, Ironwood, or Chuckawalla Valley State Prisons, CDCR, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of $2,400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.

B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood or Chuckawalla Valley State Prisons, there will be no pro rata payment for those months at either facility.

C. If an employee is mandatorily transferred by the Department, he/she shall be eligible for a pro rata share for those months served.

D. If an employee promotes to a different facility, or department other than Avenal, Ironwood, or Chuckawalla Valley State Prison, prior to completion of the twelve

(12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro rata share of the existing retention bonus.

E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked, excluding overtime, during the twelve (12) consecutive qualifying pay periods.

F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

G. If the State plans to make any changes to this section prior to the expiration of the MOU, they shall Meet and Confer with CCPOA over the impact of such change.

H. Employees on IDL shall continue to receive this stipend.

I. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution, and then takes six (6) months maternity leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of $2,400.

J. There shall be a Joint Labor/Management Committee to study how to convert the $2,400 per year bonus into a monthly stipend. This committee shall render its findings by June 30, 1998. Upon completion of the study, the parties may agree to reopen this section.

K. Effective May 1, 1998, employees at Calipatria State Prison, CDCR, who are employed for two (2) consecutive qualifying pay periods (May and June 1998), shall be eligible for a recruitment and retention bonus of $400, payable thirty (30) days following the completion of the June 1998 pay period.

L. Effective July 1, 1998, employees who are employed at Calipatria State Prison, CDCR, for twelve (12) consecutive qualifying pay periods shall be eligible for a recruitment and retention bonus of $2400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods. The provisions of B. through I. above shall apply.

M. Effective July 1, 1999, employees who are employed at Centinela State Prison, CDCR, for twelve (12) consecutive qualifying pay periods shall be eligible for a recruitment and retention bonus of $2,400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods. The provisions of B. through I. above shall apply.

**15.14 Payment of Regular Wages/Salary Advances**

When an employee does not receive a payroll warrant on payday, the Department agrees to issue a salary advance as follows:

A. When errors or delays occur in processing the payroll documents through no fault of the employee, a salary advance shall be issued on the next workday for an amount close to the actual net pay upon request of the employee. A salary advance for employees with late dock shall be issued within five (5) workdays after payday.

The affected employee may waive a salary advance and wait for the pay warrant to arrive from the State Controller's Office.

B. Unit 6 Employees shall be limited to four (4) salary advances per calendar year.

**15.15 Senior Peace Officer Pay Differential**

A. Effective July 1, 2003, employees meeting the service criteria listed below, shall be eligible to receive the corresponding pay differential listed below:

| | |
|---|---|
| 17 years in Bargaining Unit 6 | 1 % |
| 18 years in Bargaining Unit 6 | 2 % |
| 19 years in Bargaining Unit 6 | 3 % |
| 20 years in Bargaining Unit 6 | 4 % |
| 21 years in Bargaining Unit 6 | 5 % |
| 22, 23 & 24 years in Bargaining Unit 6 | 6 % |
| 25 years in Bargaining Unit 6 | 8 % |

B. For purposes of determining eligibility, all time spent in Bargaining Unit 6 or related non-represented classes (C06 or S06) shall count, as long as the employee is in the bargaining unit at the time eligibility for the pay differential is approved.

C. The above percentages are non-cumulative; i.e., an employee who has been in Bargaining Unit 6 for twenty (20) years is eligible for a pay differential of four percent (4%) above base salary, not the cumulative total of years 17, 18, 19 and 20 (e.g., ten percent [10%]).

**15.16 CO Cadet Pay**

A. The rate of pay for CO Cadets, while attending all training at the Basic Correctional Officer Academy (BCOA) shall be as described in Section 15.01 B. CO Cadets who are appointed to Range B or Range C of the CO classification while attending the BCOA, will be paid their appointed hourly rate of pay and one and one-half (1½) overtime rate. Shift differential pay, and other special pay provided for in the Unit 6 MOU shall not apply to, or be included with this pay program for CO Cadets.

B. CO Cadets, while attending all training at the BCOA, shall work a scheduled forty (40) hour Monday through Sunday work week. Days off during the BCOA may vary according to the scheduled curriculum. CO Cadets will be scheduled a minimum of six hundred forty (640) hours of training, education, and instruction during the sixteen (16) week BCOA.

C. Upon successful graduation from the BCOA, employees will receive eight (8) hours of holiday credit for each holiday that occurred during their tenure at the BCOA. The recorded holiday credit will be considered full compensation for holidays that occurred while attending the BCOA.

D. The Department will make every reasonable effort to provide warrant release dates similar to other employees.

E. If and when the structure or length of the BCOA is altered, the parties agree to reopen this section and Meet and Confer regarding the impact of any change.

**15.17 Education Incentive Pay**

A. The State agrees to pay a differential of $100 per qualifying pay period for COs, YCOs and Fire Captains who have attained either an associate of arts degree from an accredited college or university, sixty (60) semester units from an accredited college or university or the equivalent quarter units, or a Bachelor's Degree or higher from an accredited college or university. Effective July 1, 2003, this differential shall be $100 or the equivalent of 2.2% of the top step of the salary range for the Correctional Officer classification, whichever is greater.

B. The State agrees to pay $100 per qualifying pay period for MTAs who have attained a Bachelor's Degree in Nursing, or in a related health care field, or who have attained an Associate of Arts Degree in criminal justice. Effective July 1, 2003, this differential shall be $100 or the equivalent of 2.2% of the top step of the salary range for the Correctional Officer classification, whichever is greater. MTAs who are not already licensed as a registered nurse shall be eligible for a $1,500 bonus upon attainment of a registered nurse license. This bonus shall not be considered compensation for purposes of retirement.

C. The State agrees to pay a differential of $100 per qualifying pay period to Youth Correctional Counselors, Community Services Consultants, PAs/IPAs and Correctional Counselors who have attained a Master's Degree or higher from an accredited college or university. Effective July 1, 2003, this differential shall be $100 or the equivalent of 2.2% of the top step of the salary range for the Correctional Officer classification, whichever is greater.

D. PIEs must work eighty-eight (88) hours in a pay period to receive the full differential described in this section, and any hours under eighty-eight (88) shall not receive a pro-rated amount of this differential.

**15.18 Defined Contribution Plan (POFF II)**

Any member with POFF II balances may withdraw them to the extent permitted by Federal or State law.

## 15.19 7K Compensation

A. The State agrees to maintain alternate ranges for the classifications subject to the provisions of the FLSA 7K provision. These alternate ranges shall be five percent (5%) above the existing ranges for the identified classes except for Range 1 for CO and Range A for YCO and Youth Correctional Counselor. When Unit 6 employees in a 7K salary range promote to a non-represented classification, the salary range used for purposes of determining their new rate of pay shall be their present 7K range.

1. Each employee shall be required to work thirteen (13) established twenty-eight (28) day work periods. Wages will be paid in twelve (12) equal monthly pay warrants on the last working day of the State pay period. Each pay warrant will represent one-twelfth (1/12) of the employee's annual wage. Hours exceeding those specified in section 11.11 for an employee's twenty-eight (28) day work period shall be considered overtime and will be paid at the time and one-half rate.

2. The State agrees that the work period hours will be tracked. There will no longer be excess hours accrual/debit based on the number of hours worked in the State pay period.

3. Failure to work the required hours during any work period will result in a deficit for which the employee must charge leave credits (other than sick leave) or dock if no leave credits are available or if the absence is unapproved. The leave credit usage or dock will occur during the State pay period in which the twenty-eight (28) day work period ends.

4. If employed for less than a full State pay period (i.e., mid-month appointments, separations), the employee will be compensated for only those days and hours actually employed in the State pay period. That compensation shall be based on the monthly rate of pay divided by one hundred sixty-eight (168) hours (in a twenty-one [21] day State pay period) or one hundred seventy-six (176) hours (in a twenty-two [22] day State pay period).

B. PIEs working in institutional-based classifications identified in Section 11.11 shall receive pre and post work activity compensation up to four point five (4.5) hours per State pay period based on the following:

| HOURS WORKED | | | COMPENSATION (HOURS) |
|---|---|---|---|
| 0 | - | 10.9 | .0 |
| 11 | - | 30.9 | 1.0 |
| 31 | - | 50.9 | 1.5 |
| 51 | - | 70.9 | 2.0 |
| 71 | - | 90.9 | 2.5 |
| 91 | - | 110.9 | 3.0 |
| 111 | - | 130.9 | 3.5 |

| | | | |
|---|---|---|---|
| 131 | - | 150.9 | 4.0 |
| | | 151 + | 4.5 |

C. Within sixty (60) days of Total Tentative Agreement, the State and CCPOA will meet to complete the transition plan for applicable classifications from a twenty-eight (28) day work period of one hundred sixty-four (164) hours to a seven (7) day work period of forty-one (41) hours, which will be implemented by the beginning of February 2014. The transition plan will amend this section consistent with the new seven (7) day work period.

### 15.20 Tax Deferral of Lump Sum Leave Cash Out Upon Separation

A. To the extent permitted by federal and state law, effective January 1, 2002, employees who separate from State service who are otherwise eligible to cash out their vacation, annual leave balance, PLP, furlough, holiday, CTO, and any other compensable leave credits may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).

B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than 60 days prior to his/her date of separation.

C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.

D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "over-defers" exceeding the limitation on annual deferrals).

E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's governing Plan document (which may at the State's discretion be amended from time to time), and applicable federal and state laws, rules and regulations.

F. Disputes arising under this section of the MOU shall not be subject to the grievance and arbitration provision of this agreement.

## ARTICLE XVI
## GENERAL MISCELLANEOUS – ALL CLASSIFICATIONS

### 16.01 Employee Suggestions

A. The State employer encourages employees to share their ideas with the management of Unit 6. These ideas should be submitted to management in writing through the normal chain of command.

## 16.02 Gun Lockers and State Firing Ranges

A. The State agrees to construct and install gun lockers at its DAI/DJJ institutions for the storage of Unit 6 Peace Officer employees' off-duty weapons. The locations of the lockers shall be at management's determination, but the State agrees to meet with CCPOA for its input regarding the construction and installation of the gun lockers at any given facility.

B. Each facility with a departmentally-approved handgun firing range and certified Range Master available shall provide, at no cost to the facility or department, reasonable access to that range in accordance with the following:

1. Only those persons who, pursuant to the provisions of Penal Code Section 830.5(c), are permitted to carry a firearm while off duty or who have from the employee appointing Director or chairperson written verification of such authorization, shall be allowed under the conditions stipulated in these rules to qualify with their off-duty weapon utilizing a departmental firing range.

2. A "Guide to Off-Duty Weapon Qualification Range Access" explaining the range access procedure shall be prepared by the facility and made available upon the request of those persons who are eligible to use the range. The guide shall include, but not be limited to:

   a. The name and telephone number of the person or position to contact regarding use of the range for off-duty weapon qualification.

   b. A minimum of two (2) scheduled sessions per month, plus any additional days and times that the sessions on the range will be regularly scheduled, for off-duty weapon qualification.

   c. The specific procedures as to how an eligible person shall participate in, and if necessary schedule, an off-duty weapon qualification session.

   d. Any restrictions on the type or color of clothing which may be worn at the range on institutional property.

   e. Any restrictions on and/or requirements for transporting the person's weapon and ammunition to a range on institution property.

   f. To what facility office and by when the $9 fee must be paid to participants in a qualification session. The parties shall meet in February of each year to review the fees paid for range use and modify the costs as appropriate.

3. Off-duty weapon qualification is accomplished during the officer's own time on a voluntary basis. Each person retains the right to use any other public or private facility to qualify with his/her privately-owned off-duty weapon as provided in Penal Code Section 830.5 (d). Nothing in these rules shall be construed as a requirement that any person must utilize a departmental facility to qualify with their privately-owned off-duty weapon. Access to departmental ranges is conditionally provided to those persons specified in subsection B.1. above as a means to qualify with their privately-owned off-duty weapon.

4. Any scheduled qualification session may be canceled due to inclement weather or the lack of participants to cover the costs for providing the session. If a session is canceled, the facility shall not be required to schedule a make-up session and all fees paid by the participants for that canceled session shall be returned to them.

5. Off-Duty Weapon Qualification Requirements and Restrictions:

   a. Each off-duty weapon qualification participant shall repay a user fee for each use of the range to qualify (i.e., one course of fire session) which covers the expense of one weapon qualification session, the target, the Range Master's salary and the officer's use of the range.

   b. Each participant shall have with him/her a valid identification card or other appropriate documentation which verifies his/her eligibility to participate in the qualification session.

   c. Each participant shall provide his/her own ammunition necessary for qualification. The only type of ammunition which may be used for a qualification session shall be:

      (1) Loaded or reloaded by a factory, including factory wadcutters.

      (2) Standard loads; no "magnum" loads.

      (3) Standard or hollow-point bullets; no shot, plastic, cap and ball, or other variation of bullets.

   d. Each participant shall provide his/her own off-duty weapon and a strong-side hip holster. The only type of weapons which may be used for qualification sessions shall be:

      (1) Double action on the first round; no single action revolver.

      (2) Revolver or semi-automatic pistol; no single shot pistol, shot gun or rifle.

      (3) From .22 to .45 caliber (includes 9mm).

e. Range Masters shall be currently State-certified and employed at the same institution as the range unless authorized by the Warden or designee of the institution that has the range. Also, a Range Master shall be able to identify the safe handling of both revolvers and semi-automatic pistols.

f. Each participant shall sign a document acknowledging that they have:

(1) Read and understand Penal Code Sections 171b, 171c, 171d, 171e, 197, 198, 198.5, 246, 417 through 417.8, 830.5, 4574, 12000 through 12034, and 12590 relating to the possession and use of a weapon while off duty.

(2) Read and understand that, pursuant to Penal Code Sections 830.5 and 12031, carrying a concealed weapon without maintaining the quarterly qualification is both a crime punishable as a misdemeanor and good cause for suspending or revoking the right to carry a weapon off duty.

(3) Received material on the facility's range rules and received material on firearms safety and home safety rules.

g. To qualify for certification, each participant shall be required, using the B-27 type target, to complete the below course of fire with a score of no less than twenty-six (26) hits out of a possible thirty-six (36) hits on or within the seven (7) ring of the target while demonstrating safe handling of the weapon at all times:

(1) Hip level, strong hand or both hands, at three (3) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have thirty (30) seconds within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.

(2) Instinctive shooting (not using the weapon's sights), chin level, strong hand or both hands, at seven (7) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have thirty (30) seconds within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.

(3) Using sights, strong hand or both hands, at fifteen (15) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have forty-five (45) seconds

within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.

(4) Scores shall be calculated by counting the number of hits scored on and within the seven (7) ring of the target. A round which touches or breaks the outer seven (7) ring line shall be scored as a hit. A round that does not strike the scoring area shall not be counted.

h. While at the range, every participant shall follow the facility's range rules and all instructions of the Range Master. The Range Master may at any time order a participant to leave either the firing line or the range for the safety of persons.

6. Off-Duty Weapons Qualification Records:

a. Facilities shall maintain on file for a period of six (6) months the documents signed by the participants and the participant's official weapon qualification score sheet indicating the participant's score and, when applicable, the reason for his/her failure to qualify.

b. The facility shall provide each participant who qualifies as required an official card certified by the Range Master which indicates the participant's name, the date and location of qualification and his/her quarterly qualification requirements were completed on that date.

7. Peace officers may cross departmental and institutional lines to exercise their rights under this section. For example, a YCO at O.H. Close can use the range at Folsom; a Youth Correctional Counselor could use the range at Mule Creek State Prison.

## 16.03 Early Intervention Program/Work Injuries

A. CDCR in conjunction with CCPOA and other recognized employee bargaining unit representative associations are initiating a voluntary Early Intervention program within the Workers' Compensation field at every Unit 6 institution, facility, camp and parole region. Early Intervention seeks to insure, before it becomes necessary to engage an attorney, that interested employees involved in Workers' Compensation cases are fully informed of available options by an authorized, independent Early Intervention Counselor and are evaluated by the services of a mutually-agreed upon, independent medical panel to assist in expeditiously reaching timely decisions regarding compensability for qualifying employees. Important to this program is the fact that the Early Intervention counselors, the medical panel, and the rehabilitation counselors are picked by the departments in conjunction with CCPOA and the other recognized employee representative associations. Additionally, a primary goal of the Early Intervention program is to assist, if possible, expedited return to work of the injured employee; using where

applicable, such concepts as, but not limited to, temporary limited-duty assignments; the employee being provided, if necessary, with special equipment; or job-site modification; or the retraining of the employee, and the provision of an alternate job in the same department or another state department. If you desire further information regarding this program, you may call CCPOA's "Early Intervention Coordinator" at (800) 821-6443, or call your local CCPOA office, or contact the State's "Return to Work Coordinator" at your worksite. Additionally, CCPOA should have a local, institutional or parole region, Job Steward designated as an Early Intervention ombudsman who hopefully can help you.

B. The State will conduct no meetings of local selection committees to choose additional Early Intervention counselors without a prior written notice to CCPOA's main office in Sacramento. Such notice will be provided at least fourteen (14) calendar days in advance of the proposed date. The parties shall then select a mutually satisfactory date for said selection committee to convene on.

C. Disputes regarding this section shall be grievable only up to the Department Director or designee, which shall constitute an exhaustion of administrative remedies.

**16.04 Post Orders/Duty Statements**

Upon request, the local CCPOA chapter will be provided access to existing post orders/duty statements for review, and may make recommendations for changes to the Appointing Authority or designee.

**16.05 Institutional Redirection Plan**

A. For fiscal year 2013-2014, DAI will continue to operate under a standardized Institutional Redirection Plan (IRP) for Correctional Officer positions that will not exceed the PY Value in the August 23, 2012, IRP Agreement that was in place during fiscal year 2012-2013. Commencing fiscal year 2014-2015 and for the remainder of the term of this contract, DAI will not utilize such an IRP.

B. Within seven (7) days of reaching total Tentative Agreement, the above referenced IRP shall be reinstituted utilizing the posts previously used/agreed upon for fiscal year 2012-2013, which is the default IRP. Within fourteen (14) days of implementation of the IRP, each institution's appointing authority (or designee) and the local CCPOA chapter president (or designee) shall meet to determine the posts to be included in the 2013-2014 IRP. If the parties cannot agree, then the default IRP shall continue for the remainder of fiscal year 2013-2014.

C. Disputes concerning this section shall first be brought to the attention of the local Warden, or designee, within ten (10) calendar days of having knowledge of the alleged violation. After the face-to-face meeting with the Warden, a response will be provided to the local Chapter President within ten (10) calendar days. If not

satisfied with the Warden's response, the matter may be appealed to the Associate Director within five (5) calendar days of receipt of the response.

D. If requested by the Union, the Associate Director shall review all appeals at a monthly meeting. The Associate Director shall respond to the Union within ten (10) calendar days following the meeting. If not satisfied with the decision of the Associate Director, the Union may appeal to the Deputy Director of Operations within five (5) calendar days of receipt of response. The Deputy Director of Operations shall review the appeal and respond to the Union within ten (10) calendar days of receipt of the appeal by the local Union. If not satisfied with the decision of the Chief Deputy Director, the Union may appeal to the Director of DAI within ten (10) calendar days of receipt of the response. This is the final level of review. The Director has the right to determine the remedy should there be a determination that a violation has occurred. The established time lines may be extended by mutual agreement of the parties. If the union believes that an institution is violating this contract section or the IRP, the union can meet with the Secretary to discuss the specific concerns.

E. Separate and apart from the IRP, management may reassign staff when post workload has been temporarily eliminated/reduced (e.g., when there are no inmates in the community hospital, education is closed for the day, modified program, staff may be reassigned to avoid overtime or in accordance with section 12.07 H. 16.).

F. Prior to any modification to the 2013-2014 IRP (changes in posts not PY Value), CDCR will notice and meet and confer locally over the post modification.

**16.06 CDCR and DSH Information Documentation**

A. The State agrees to provide CCPOA with the following information when such information is necessary and relevant to CCPOA's duty to represent Unit 6 employees in CDCR/DSH under this MOU:

1. The current Post Assignment Schedule (PAS, or its equivalent), complete with summary page(s), i.e., summary part A, B, and C.

2. The current Master Assignment Roster (MAR or its equivalent).

3. The Post Assignment Schedule "legend" (or its equivalent).

4. The most current version of Standardized Staffing.

B. The State agrees that such information is necessary and relevant in the following circumstances:

1. When necessary for CCPOA to carry out a Meet and Confer obligation incurred under the terms of this MOU.

2. When necessary to monitor compliance with specific sections of this MOU, and existing local agreements.

C. The State agrees to provide this information in a timely manner, (for example, the information will be provided in enough time prior to a Meet and Confer or other contractual obligation for the local Unit 6 leadership to verify the document[s]' validity).

D. CCPOA agrees that the State is not obligated to provide a copy of the above in each and every instance as long as the most recent information provided to CCPOA is current. CCPOA agrees that it is prohibited from misusing requests for information to delay the completion of any Meet and Confer obligation under this MOU.

E. The State agrees that, in keeping with the PERB Decision No. S-CE-730-S, it may be necessary to provide additional documentation that would allow CCPOA to reconcile the PAS and MAR with the most recent Governor's Budget.

F. Alleged violations of this section may be appealed to arbitration after the third step of the grievance procedure. The arbitrator shall adhere to PERB Decision No. S-CE-730-S and other relevant precedent in determining whether information requested and/or provided under this section is necessary and relevant.

## ARTICLE XVII
## INSTITUTIONAL FIRE CAPTAINS

### 17.01 Fire Captain Training

A. The State shall ensure Fire Captains are trained and certified within five (5) years of hire date as a Fire Captain or the ratification of the 2013 MOU (whichever is later) in accordance with the California State Fire Marshall in the following areas:

1. Firefighter I
2. Medical First Responder
3. Driver Operator 1-A and 1-B
4. Hazardous Materials First Responder/Decontamination, and the annual update training
5. Fire Officer Qualifications, which presently includes:
   - Fire Command 1A, 1B, and 1C
   - Fire Instructor 1A or Training Instructor 1B
   - Fire Instructor 1B or Training Instructor 1A
   - Fire Investigation 1A
   - Fire Management 1
   - Fire Prevention 1
   - I-300
6. Firefighter II
7. Rescue Systems 1
8. Intermediate Wildland Fire Behavior S-290

The parties acknowledge that the reconfiguration of training areas and/or courses from the previous MOU does not create new cost for or additional expenditures by CDCR.

B. The training and certification shall be provided by an instructor recognized by the State Board of Fire Services to complete certification. The training records for each Fire Captain shall be maintained by In-Service Training (IST).

C. Fire Extinguisher Inspection and Servicing certification shall be assigned to the Fire Department staff member(s) at management discretion.

**17.02 Fire Captain Hours of Work and Compensation**

A. The regular work schedule for full-time 7K exempt Fire Captains on twenty-four (24) hour shifts employed by CDCR as of March 17, 2002, shall be one hundred and ninety-two (192) hours in a twenty-eight (28) day work period beginning March 18, 2002.

B. The regular work schedule for full-time 7K exempt Fire Captains on twenty-four (24) hour shifts hired by CDCR beginning on or after March 18, 2002, shall be two hundred sixteen (216) hours in a twenty-eight (28) day work period beginning March 18, 2002. These Fire Captains' monthly salary includes the straight time portion of overtime worked between two hundred and twelve (212) and two hundred and sixteen (216) for each work period. These Fire Captains will also receive a supplemental warrant for the remaining half-time due for overtime worked between two hundred and twelve (212) and two hundred and sixteen (216) hours for each work period.

C. Overtime shall be calculated at the end of each twenty-eight (28) day work period, the first of which shall begin at 0800 hours on March 18, 2002. Base pay and any applicable salary differentials shall continue to be paid on a pay period basis.

D. In accordance with MOU Section 17.07, each institution shall develop a Fire Captain schedule which reflects the 7K exemption provided under the Fair Labor Standards Act, except SATF, SVSP, and Lancaster. Each Fire Captain will be notified by his or her institution that he/she has been placed in the 7K exemption waiver. Fire Captain employees will not be moved in and out of the 7K exemption waiver to avoid overtime payment.

E. All full-time 7K exempt Fire Captains employed by CDCR as of March 18, 2002, shall be normally scheduled eight (8) twenty-four (24) hour shifts per work period beginning March 18, 2002, except Fire Captains at SATF, SVSP, and Lancaster.

All full-time 7K exempt Fire Captains hired by CDCR beginning on or after March 18, 2002, shall normally be scheduled nine (9) twenty-four (24) hour shifts per work period, except at SATF, SVSP, and Lancaster. The Fire Captains at SATF,

SVSP, and Lancaster shall be scheduled as 7K exempt as described in Section 11.11.

F. The method of calculating the hourly wage for twenty-four (24) hour shift Fire Captains is as follows:

| | | | | | |
|---|---|---|---|---|---|
| 1. | Base salary per month | ÷ | 192 or 216 hours depending on the employee's date of hire | = | straight time hourly rate of pay |
| 2. | Straight time hourly rate | x | 1.5 | = | overtime hourly rate of pay |
| 3. | Straight time hourly rate | ÷ | 2 | = | half-time rate of pay |

**Note: Appropriate premium/supplemental pay shall be included in the above formula to determine FLSA overtime rates.**

**17.03 Fire Captain Emergency Response Vehicles**

A. CDCR agrees to re-evaluate the operating condition of each emergency response vehicle used for transporting injured employees. The Department may upgrade the vehicles if it is determined by management that the vehicle will be utilized outside the institutional grounds.

B. The State and CCPOA agree to establish a four (4) person committee made up of two (2) management employees and two (2) rank and file employees for the purpose of evaluating CDCR fire apparatus. The committees shall meet during the first week of May and November, unless otherwise mutually agreed upon, and union members will participate without loss of compensation. The committee shall also review the current CDCR apparatus fleet and related equipment, and explore replacement and/or upgrade options.

**17.04 Fire Captain Safety Equipment**

The Department shall provide CDCR Fire Captain employees, who are assigned to firefighting duties, safety equipment as specified in General Industrial Safety Orders, Title 8, Article 10.1., Personal Clothing and Equipment for Fire Captains. Additionally, CDCR shall equip its Fire Captains with helmet lights. CDCR agrees that each Fire Captain will be issued handcuffs and chemical agents consistent with Section 7.05 B.

**17.05 Fire Captain Training Committee**

The State and CCPOA agree to establish a four (4) person committee, made up of two (2) management employees and two (2) rank and file employees, for the purpose of

evaluating Fire Captain training. The committees shall meet as needed, or at least during the first week of February, May, August and November, unless mutually rescheduled by the parties, and union members will participate without loss of compensation. The committee shall also review the adequacies of the training requirements in 17.01 and may mutually recommend changes to the courses in that section based on their review. The committee will also evaluate and make recommendations for ways to improve the delivery of training.

### 17.06 Fire Captain License Renewal

The Department will reimburse Fire Captains who are required by the State to maintain any certification or license. If an employee is required by the Appointing Authority to test during his/her off-duty hours, the employee shall be compensated for actual hours worked.

### 17.07 Fire Captain Scheduling

A. Scheduling by Local Agreements.

Each Fire Station will develop and agree locally to a schedule that meets the needs of the Fire Captains and Management. As such, the parties shall use best efforts to agree locally on such a schedule, which will be bid by seniority. Agreement shall be established by the consent of all the Fire Captains assigned to that institution and the Fire Chief.

B. Default Schedules

In the event that a schedule cannot be agreed upon locally, the parties have developed the following default schedules. Two (2) contiguous (back-to-back) twenty four (24) hour shifts can be used in either locally agreed upon or default schedules.

If a local agreement cannot be reached according to Subsection "A" by November 30th, the Fire Chief will select and enact one of the following defaults shift schedules, which will be bid by seniority.

Fire Stations with four (4) Fire Captains will use "A Shift" through "D Shift." If there are five (5) Fire Captains, "E Shift" will be added, etc. The "9th day" assignments only apply when a 216 hour Fire Captain bids that shift schedule.

Default One

- A Shift: Monday/Tuesday (the 9th day will be the 1st Thursday of work period)
- B Shift: Wednesday/Thursday (the 9th day will be the 1st Monday of work period)
- C Shift: Friday/Saturday (the 9th day will be the 1st Wednesday of work period)
- D Shift: Sunday/Monday (the 9th day will be the 2nd Friday of work period)

- E Shift: Tuesday/Wednesday (the 9th day will be the 3rd Friday of work period)
- F Shift: Friday/Saturday (the 9th day will be the 2nd Wednesday of work period)
- G Shift: Thursday/Friday (the 9th day will be the 2nd Tuesday of work period)

Default Two

- A Shift: Monday/Wednesday (the 9th day will be the 1st Thursday of work period)
- B Shift: Tuesday/Thursday (the 9th day will be the 1st Friday of work period)
- C Shift: Friday/Sunday (the 9th day will be the 2nd Thursday of work period)
- D Shift: Saturday/Monday (the 9th day will be the 1st Tuesday of work period)
- E Shift: Wednesday/Friday (the 9th day will be the 2nd Tuesday of work period)
- F Shift: Sunday/Tuesday (the 9th day will be the 1st Wednesday of work period)
- G Shift: Thursday/Saturday (the 9th day will be the 2nd Wednesday of work period)

C. Timing and Implementation

If the parties agree locally in accordance with Subsection A, then the local agreement shall either continue or commence in accordance with that agreement. Following the October Vacation Bid, shift schedules for the following calendar year shall be distributed to each Fire Captain on or about November 30th. These schedules will be distributed for bid as soon as possible.

If the parties do not agree locally, the default schedule will begin with the first work period that starts in January and will remain in effect through the last work period that starts in December.

D. Local Discussions

Whether the parties have agreed locally or a default schedule has been enacted, the parties, consistent with Subsection A, will meet locally each year in the Fall to discuss the next year's schedule.

E. Maximum Shift Schedule

Fire Captains shall not work any regularly scheduled shift in excess of twenty-four (24) hours. However, this does not exclude Fire Captains from working in the case of an emergency. This section does not prohibit an approved swap.
No Fire Captain shall be scheduled for work more than seventy-two (72) hours consecutively or three (3) twenty four (24) hour contiguous shifts except in the

event of an institutional emergency need (e.g., strike team deployment and shift coverage, riot, etc.) as determined by the Fire Chief.

F. Scheduling Reassignments

If scheduling reassignments are needed, volunteers will be sought before mandating Fire Captains. If reassignments are needed when two (2) or more Fire Captains are scheduled on the same day, the least senior Fire Captain(s) will be reassigned. Notice of an involuntary reassignment will be provided at least fourteen (14) days prior to any involuntary schedule change except in the event of an institutional emergency need. Efforts will be made to leave the shift schedules of the higher seniority Fire Captains unchanged. In accordance with section 10.01(I), involuntary scheduling reassignments may occur during a vacation week (i.e. Monday through Sunday) due to institutional emergency needs.

**17.08 Fire Captain Physical Fitness**

A. The employer shall furnish one (1) hour for approved exercise activities during normal working hours for each 7K exempt Fire Captain, except during emergency assignment or during full day training programs.

B. Employees will utilize physical fitness equipment presently provided by each institution.

C. The Fire Chief has the authority to schedule the exercise period.

**17.09 Fire Captain Facilities**

In facilities where Unit 6 Fire Captains are required to sleep, the State and CCPOA recognize the need for separate male and female sleeping quarters. CDCR will continue to take this into consideration as it develops and spends its capital outlay budget monies.

**17.10 Fire Captain Vacation Leave**

A. Accrual for Fire Captains Covered By Section 11.11 (SATF, SVSP and Lancaster)

Employees working a twenty-eight (28) day, 7K work period as provided in Section 11.11 shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying pay periods, employees covered by this section shall receive a one (1) time vacation credit of forty-eight (48) hours. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

| | |
|---|---|
| 7 months to 3 years | 8 hours per month |
| 37 months to 10 years | 11 hours per month |
| 121 months to 15 years | 13 hours per month |
| 181 months to 20 years | 14 hours per month |

| | |
|---|---|
| 241 months and over | 15 hours per month |

B. Accrual for Fire Captains Not Covered By Section 11.11

1. For Fire Captains on 216 Hour Work Period:

7K exempt employees on a two hundred sixteen (216) hour 7K work period shall be entitled to annual vacation leave with pay, except those who have served less than six (6) months of service. On the first day of the monthly pay period following the completion of six (6) qualifying pay periods, employees covered by this section shall receive a one (1) time vacation credit of sixty (60) hours. Thereafter, for each additional qualifying monthly pay period, the employee shall accrue vacation credit as follows:

| | |
|---|---|
| 7 months to 3 years | 10 hours per month |
| 37 months to 10 years | 13 hours per month |
| 121 months to 15 years | 16 hours per month |
| 181 months to 20 years | 17 hours per month |
| 241 months and over | 18 hours per month |

2. For Fire Captains on 192 Hour Work Period:

7K exempt employees on a one hundred ninety-two (192) hour 7K work period shall be entitled to annual vacation leave with pay, except those who have served less than six (6) months of service. On the first day of the monthly pay period following the completion of six (6) qualifying pay periods, employees covered by this section shall receive a one (1) time vacation credit of fifty-four (54) hours. Thereafter, for each additional qualifying monthly pay period, the employee shall accrue vacation credit as follows:

| | |
|---|---|
| 7 months to 3 years | 9 hours per month |
| 37 months to 10 years | 12 hours per month |
| 121 months to 15 years | 14 hours per month |
| 181 months to 20 years | 15 hours per month |
| 241 months and over | 17 hours per month |

C. If an employee does not use all of the vacation that he/she has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year.

D. Converting Hours Accrued

1. When a Section 11.11 7K exempt Fire Captain is changed to a Section 17.02 7K exempt Fire Captain, his/her accrued vacation leave shall be multiplied by 1.2. for Fire Captains working two hundred sixteen (216) hours in a work period or 1.1 for Fire Captains working one hundred ninety-two (192) hours in a work period.

2. When a Section 17.02 7K exempt Fire Captains is changed to a Section 11.11 7K exempt Fire Captain, his/her accrued vacation leave shall be multiplied by .83, for Fire Captains working two hundred sixteen (216) hours in a work period, or .88 for Fire Captains working one hundred ninety-two (192) hours in a work period, and rounded to the nearest whole number.

E. Fire Captains will have a vacation bid period starting in October. The vacation periods will be bid by seniority. Vacation periods and standby bid procedures will be agreed to locally.

F. Notwithstanding the above, on the first day of the July pay period each year of this MOU, Fire Captains shall accrue one (1) hour less of vacation than identified above.

For each employee in Unit 6, including Fire Captains, on the first day of the July pay period, the employer shall credit the union's Release Time Bank in Article 10 with one (1) hour.

**17.11 Fire Captain Sick Leave**

A. CDCR 7K exempt Fire Captains on twenty-four (24) hour shifts shall accrue twelve (12) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each qualifying period of continuous service.

B. CDCR 7K exempt Fire Captains identified in Section 11.11 shall accrue eight (8) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each qualifying pay period, subject to the provisions in Section 10.02 B.

C. Sick leave may be taken in thirty (30) minute increments.

D. When a CDCR Section 11.11 7K exempt Fire Captain is changed to being a CDCR Section 17.02 7K exempt Fire Captain, the Fire Captain's then-accrued hours of credit for sick leave shall be multiplied by 1.5.

When a Fire Captain is changed from being a Section 17.02 7K exempt Fire Captain to a Section 11.11 7K exempt Fire Captain, his/her accrued hours of credit for sick leave shall be multiplied by .67.

E. A Fire Captain, who has no sick leave usage or AWOLs/LWOPs in a twelve (12) consecutive month period will receive a commendation for his/her excellence in the area of "attendance."

F. Sick leave usage shall be subject to the provisions in Section 10.02 (B) and (C).

**17.12 Fire Captain Holidays**

A. All permanent full-time Section 17.02 7K exempt Fire Captains shall be credited with the following paid holiday credits per fiscal year in lieu of those holidays contained in Article X, Section 10.11:

1. Twenty-four (24) hours holiday credit effective July 1.
2. Twenty-four (24) hours holiday credit effective October 1.
3. Twenty-four (24) hours holiday credit effective January 1.
4. Twenty-four (24) hours holiday credit effective April 1.

B. All holiday credits must be taken in one (1) hour increments.

C. The Appointing Authority or designee may require five (5) calendar days advance notice before a holiday is taken and may deny use subject to operational needs or an emergency. When an employee is denied use of a holiday, the Appointing Authority or designee may allow the employee to reschedule the holiday.

D. Accrued holiday credits are not subject to the state-initiated buy-back without prior approval of the employee.

**17.13 Fire Captain Training Enhancement**

A. Upon completion of training and certification in the courses listed in paragraph 17.01 above, and as determined by the State, CDCR Fire Captains may be provided the following training by the State:

1. Task Force/Strike Team Leaders S-330
2. Basic Air Operations S-270
3. Engine Boss S-231
4. Emergency Medical Technician – 1

**17.14 Fire Captain Annual Leave Accrual Rate**

A. Fire Captains may elect to enroll in the Annual Leave Program outlined in Section 10.18 of this MOU. The following are the accrual rates for 7K exempt Fire Captains on twenty-four (24) hour shifts.

B. Full-time 7K exempt Fire Captains employed by CDCR who work nine (9) twenty-four (24) hour shifts, totaling two hundred sixteen (216) hours in a work period, opting to enroll in the Annual Leave Program shall be subject to the following accrual rate:

| | |
|---|---|
| 7 months to 3 years | 14 hours per month |
| 37 months to 10 years | 18 hours per month |
| 121 months to 15 years | 20 hours per month |
| 181 months to 20 years | 22 hours per month |
| 241 months and over | 23 hours per month |

When a Section 11.11 7K exempt Fire Captain is changed to a Section 17.02 7K exempt Fire Captain, his/her accrued annual leave shall be multiplied by 1.2. When a Section 17.02 7K exempt Fire Captain is changed to a Section 11.11 7K Fire Captain, his/her accrued annual leave shall be multiplied by .83 and rounded to the nearest whole number.

C. Full-time 7K exempt Fire Captains employed by CDCR who work eight (8) twenty-four (24) hour shifts, totaling 192 hours in a work period, opting to enroll in the Annual Leave program outlined in Section 10.18 of this MOU shall be subject to the following accrual rate:

| | |
|---|---|
| 7 months to 3 years | 13 hours per month |
| 37 months to 10 years | 17 hours per month |
| 121 months to 15 years | 19 hours per month |
| 181 months to 20 years | 20 hours per month |
| 241 months and over | 21 hours per month |

D. When a Section 11.11 7K exempt Fire Captain is changed to a Section 17.02 7K exempt Fire Captain, his/her accrued annual leave shall be multiplied by 1.1. When a Section 17.02 7K exempt Fire Captain is changed to a Section 11.11 7K Fire Captain, his/her accrued annual leave shall be multiplied by .90 and rounded to the nearest whole number.

E. Notwithstanding the above, on the first day of the July pay period each year of this MOU, Fire Captains shall accrue one (1) hour less of annual leave than identified above.

For each employee in Unit 6, including Fire Captains, on the first day of the July pay period, the employer shall credit the union's Release Time Bank in Article 10 with one (1) hour.

**17.15 Fire Captain Overtime**

A. All overtime will be by rotation. Upon ratification the overtime rotation list will be established by seniority (highest to lowest). The rotation list will be reestablished annually by seniority on January 1st.

Newly assigned Fire Captains will be added to the bottom of the rotation list.

B. When an overtime assignment becomes available, the Fire Captain who is highest on the rotation list and has signed up for voluntary overtime, will be offered the overtime. When necessary, a voice message will be left requesting a return call to the Fire Station for an overtime assignment, the time of the call will be included in the voice message and noted on the overtime sign-up sheet. If the Fire Captain does not respond in five (5) minutes, the next Fire Captain in the rotation, who has signed up on for voluntary overtime, will be contacted. However, if the Fire Captain responds after five (5) minutes, overtime will be offered if any is still available. If overtime is needed and no supervisor is on duty, the Duty Fire

Captain will call to fill the position. All calls and responses will be noted in the Daily Log and notification given to the AW/BS or Watch Commander with the resulting action for purposes of staff accountability.

If overtime assignment is accepted, the Fire Captain's name moves to the bottom of the list.

If the overtime assignment is declined, the Fire Captain's name stays at the top of the list.

Overtime assignments requiring specialized qualifications (Strike Teams, Hazardous Materials, etc) will be offered to the Fire Captain who is the highest on the rotation list, meets the specialized qualifications requirement, and has signed up for voluntary overtime. As a result, any Fire Captains bypassed will retain their position in the rotation.

Overtime cannot be swapped.

C. Involuntary overtime will be filled by inverse seniority without regard to the rotation list. If no supervisor is on duty, the Duty Fire Captain will call. All calls and responses will be noted in the log.

An involuntary overtime assignment moves the Fire Captain's name to the bottom of the list.

## ARTICLE XVIII
## 998/634

### Section 18.01 – 998s/634s

DAI: The employee is responsible for submitting an accurate 998A form to the designated supervisor on or before the third working day of the pay period.

DJJ: The employee is responsible for submitting an accurate STD 634 form to the designated supervisor on or before the third working day of the pay period. During the term of this contract, DJJ employees may be required to utilize 998A forms instead of STD 634 forms.

DAI/DJJ: An employee who fails to submit a 998A/STD 634 form by the third working day will be notified in writing, advising the employee that he/she has fifteen (15) calendar days to submit the approved/disapproved 998A/STD 634 form to the Personnel Office. Employees who fail to submit the 998A/STD 634 form within the fifteen (15) days shall be docked for their absence(s) and an accounts receivable will be established. No dock shall occur and no accounts receivable shall be established for periods when the employee did not take leave. The employee, however, is still responsible for timely submitting an accurate 998A/STD 634 Form.

In the case of long-term sick leave absence, the employee is responsible for submitting the 998A/STD 634 form to the designated supervisor no later than the end of the pay period. The designated supervisor will provide the employee with a copy of the approved/disapproved 998A form at the time of submission.

## ARTICLE XIX
## CDCR PAROLE AGENTS

### 19.01 CDCR PA Safety Equipment and Procedures

A. The Department shall provide or otherwise make available to Parole Agents (PA), subject to the mandatory arming policy of the department, necessary safety equipment which includes, but is not limited to: baton, handcuffs, chemical agents, distinguishable clothing, departmentally-issued weapons, ammunition carriers, holster, handcuff cases, waist chains, leg irons, “mag” type flash light with deadman’s switch, first-aid kit, shooting trauma kit and CPR masks with a one-way valve.

B. The State will provide each Parole Agent in CDCR with an appropriately-sized protective soft body armor. All vests shall minimally be a Level 3A vest.

C. Each Parole Agent assigned a state-owned vehicle shall also be assigned the following standard emergency equipment: fire extinguisher, reflectors, and jumper cables.

D. Parolee Transportation from custody facilities. The parties agree that two (2) or more Agents may be utilized when safety concerns or other circumstances are present. Disputes regarding the staffing ratios will be first discussed with the immediate supervisor for resolution. If the parties do not agree with the first level response, then the issue may be brought to the attention of the District Administrator for immediate response.

Adjustments will be made when possible to avoid having PAs transport the above-referenced parolee on weekends or holidays.

The Department of Corrections will develop a process that will advise the PA of any and all immediate health concerns regarding the parolee, so that appropriate safety measures can be implemented (i.e., TB, Hepatitis, Bloodborne Pathogens).

Mechanical restraints may be utilized by the PA, within departmental guidelines, for the transport of these parolees.

The PA will be provided a safe and secure full-size vehicle for this transport. The options available to the PA in obtaining the full-size vehicle include, but are not limited to, renting a vehicle, utilizing a caged car, and a pool car.

E. Parolees with Infectious Diseases:

1. The State will make available to all PAs, departmentally-approved disposable protective clothing kit to be used as needed. The disposable protective clothing kit will include a fluid-resistant coverall, eye-shield/goggle, latex gloves, disposable paper mask, TB masks and any other protective equipment deemed appropriate by the Department.

2. The Department will continue to provide PAs updated information regarding departmental policy and procedures and other information concerning the handling of infectious inmates and parolees.

3. The Department will provide to each parole unit, and update as needed, a listing of the designated CDCR Chief Medical Officers for each institution.

4. The Department shall develop protocols for handling biohazardous material and adequately train each PA in the protocol. The State shall provide each PA with a bloodborne pathogen cleanup kit that would be carried in the PA's vehicle. Additionally, each parole unit/complex and day reporting center shall have biohazardous material disposal "containers."

F. The State shall provide each PA a "ready bag" suitable for storing the individually-assigned protective equipment. The State shall provide a gun locker and/or secured storage locker at the PA's worksite.

G. The Telecommunications Committee shall meet as needed, but at least on a quarterly basis to explore and identify the options for acquiring an integrated system of mobile communication devices and capabilities. This joint labor/management committee will be comprised of equal numbers of representatives.

H. The Department agrees, to provide access to a radio and/or cellular telephone to each PA. The purchase and distribution of radios will be determined by the Telecommunications Committee.

**19.02 CDCR PA Training**

A. Each CDCR PA hired before January 1, 1988, may elect to be a non-armed Agent. All Agents hired after January 1, 1988, shall be armed. Optionally and mandatorily armed agents shall carry either the departmentally issued weapon, or a personal, departmentally-approved semi-automatic pistol, and ammunition.

1. The departmentally-approved weapon will be a semi-automatic pistol.

2. Those Agents currently approved to carry the .38 caliber revolver, either departmentally-issued or personal departmentally-approved, will continue to do so until those Agents opt to carry the departmentally-issued semi-automatic pistol.

B. An Agent wishing to carry a personal, departmentally-approved semi-automatic pistol, may do so only after successfully completing an approved departmental instruction course. The Department will authorize at the Parole Agent's expense, the ability to purchase and install Smith & Wesson or H&K approved options, i.e., night sights, adjustable sights, aftermarket stocks (grips) and factory authorized or approved modifications for accuracy and/or ease of use. The Agent shall adhere to the rules, policies and directives of the Department in the use, wearing and maintenance of the weapon. Participation in this program is voluntary. Prior to participation the PA must sign the agreed upon Participation Agreement.

C. This weapon may only be carried in properly designated holster(s) or fanny pack which have been approved by the Department.

D. The Agent shall attend the prescribed initial optional weapons training program on State time.

1. The Agent shall be allowed to drive his/her state vehicle to and from any range training, and be allowed to transport his/her personally-owned, departmentally-approved weapon.

2. The Department shall provide the Agent departmentally-approved ammunition necessary to initially qualify on the optional weapon and for quarterly re-qualifications.

3. The Agent shall carry only departmentally-issued ammunition for on-duty use of the weapon.

E. PAs shall be allowed to use CDCR ranges and/or permit/licensed private or public ranges for off-duty practice with either the state-issued weapon, or the Agent's personal, departmentally-approved weapon. Ammunition and/or permit/licensed private range fees will be incurred by the PA.

F. Should the employee fail to qualify on the first attempt, the employee shall be provided an opportunity to re-qualify as soon as possible. Any PA who fails to achieve a qualifying score within the quarter will surrender the state-issued firearm to the Regional Parole Administrator or designee. If a PA, who as a condition of employment is issued a firearm, does not qualify within thirty (30) calendar days of the end of the calendar quarter in which he/she had failed, the PA shall be placed on leave without pay for no longer than sixty (60) calendar days until said PA qualifies. Failure to qualify during this period of time will result in the PA being separated from state service pursuant to Government Code Section 19585, or other applicable Government Code section(s). However, the employee shall receive at least seven (7) calendar days' written notice of separation from state service, if personally served, and at least ten (10) calendar days' written notice, if served by mail.

G. Parole Agents shall participate in the Parole Agent Safety and Tactical Training (PAST) pursuant to the Agreement reached between the parties on May 30, 2001.

## 19.03 CDCR PA Work Week

A. Parole Agents (excluding C-PAT Agents)

The normal work schedule for CDCR PAs shall be a four (4) or five (5) day work week, as dictated by the workload, and approved by the supervisor in accordance with paragraph D. below. The Agent may schedule, with supervisory approval, other than an eight (8) or ten (10) hour day. The work week shall start on Monday and end on Sunday.

PAs may elect the daily start and stop times, with the exception of the Officer of the Day duty.

Work hours, subject to supervisor approval, will be scheduled between 6:00 a.m. and 10:00 p.m., except as emergency and operational needs dictate. The work day may include, at an employee's discretion, no meal break, or an optional one (1) hour, or one-half (½) hour meal break which shall occur approximately in the middle of the work day.

Certain core hours of 0700 to 1800 may be established for PAs in administrative assignments. A work schedule may be denied to fulfill the need to cover these core hours. The rejection of one or more schedules because of this need to cover core hours shall not be deemed a blanket denial.

If there are no volunteers, the necessary core hour coverage in the administrative assignments shall be determined by inverse seniority.

B. No work will be routinely scheduled between the hours of 10:00 p.m. and 6:00 a.m. Each work day will be a minimum of at least four (4) work hours and a maximum not to exceed twelve (12) work hours, except as emergency and operational needs dictate.

C. Work schedules shall include a minimum of four (4) evenings/early mornings per month with evening meaning until at least 7:00 p.m. and early morning meaning starting at 6:00 a.m. At least two (2) of the four (4) shifts must be evenings. These mandated evenings/mornings shall be in the field, except if previously waived by the supervisor. This waiver will be the exception rather than the norm. **This shall not prohibit Agents from scheduling additional voluntary evenings.**

D. Each PA shall submit a proposed work schedule to the supervisor for each month at least seven (7) calendar days, but no more than fourteen (14) calendar days, prior to the beginning of the scheduled month for supervisory approval. The State shall develop and standardize a work schedule form to be utilized statewide. The schedule will represent all work hours which shall include all work days, weekend work, evening work, days off, Officer of the Day duties, and other special assigned responsibilities.

The supervisor shall ensure that all Agents comply with the scheduling requirements of the contract and the meeting of operational needs. The supervisor shall approve the work schedule at least three (3) days prior to the scheduled month, unless it can be documented that the scheduled work hours as submitted would be detrimental to the needs of the office or would hinder the PA in the performance of his/her duties and responsibilities. **This documentation shall be provided if requested by the employee**. If the PA does not submit a monthly work schedule, the supervisor will assign the work schedule.

During the scheduled month, the supervisor may occasionally adjust the work hours based on operational needs with written justification to the PA. This adjustment shall not be intended to avoid the assignment of overtime. PA requested changes in the work schedules, excluding emergencies, will require prior supervisory approval. PAs will advise the supervisor of emergency changes no later than the next work day.

E. Recognizing the need for representatives from local enforcement agencies to contact PAs during non-scheduled work hours and days about parolee/inmates assigned to their supervision, PAs shall have their home telephone or contact number on file with all local law enforcement agencies in the geographical area covered by the PA's assigned unit. A state contracted answering service will comply with the above needs.

F. Should a PA need to respond in person to such calls, the Agent shall receive a minimum of four (4) hours call-back and shall be compensated in accordance with other provisions of this MOU.

G. Travel Time:

1. Office days: When a PA has an "officer of the day duty" or when he/she has to go to the office at the beginning of his/her shift, the Agent shall be paid beginning at the time of arrival at the office, unless that agent began his/her workday in the field.

2. Field days: When the PA leaves his/her home and travels to a field contact, hours of work shall start on the arrival of the Agent at the field contact location. If it takes longer to travel from the PA's home to the field contact location than the amount of time it takes the PA to travel from his/her home to the office, then the PA's work time shall start at the interval of time the PA usually uses to get to work.

3. Emergencies or call-back: If the PA is requested to respond to an emergency or suffers any other work before arriving at the office, field contact location, or traveling for the period of time it usually takes to get to the office, the PA's work day shall start at the moment he/she suffers work.

4. The Department shall enforce the sixty-five (65) mile resident limit for all PAs with a home storage permit.

Parole Agents will not be administratively transferred more than fifty (50) miles from their residence.

H. Agents may work as two (2) person team(s) with prior supervisory approval.

I. The Department shall attempt to provide reasonable advance notice of scheduled mandatory training.

**19.04 CDCR PA Standby**

A. Standby is defined as an assignment whereby a PA must remain physically and geographically able to respond when contacted by telephone or electronic paging device. The assignment shall be in addition to the Agent's normal work schedule.

The State will determine when and where standby assignments and back-up Agents' assignments will be made. The Parole Agent will be notified in writing at least three (3) working days prior to the start of the standby assignment. Operational needs may prevent the State from notifying the Parole Agent of the standby assignment three (3) working days prior to the assignment, however, the Parole Agent shall be notified in writing prior to the start of the standby assignment.

B. Any time a PA is on standby, he/she shall receive two (2) hours of compensation per day (straight time pay).

**19.05 CDCR PA Caseload Audits**

A. PA IIIs will complete all audits/roster reconciliations. The person performing the audit shall, within ten (10) work days of the completion of the audit, provide to that PA a written summary of the audit. This shall include deficiencies, requirements that are waived as a result of excessive caseload, and all departmentally-recognized absences, and those areas that the PA is performing to expectations or higher.

B. Grievances under this section may be grieved according to Article VI of this MOU but shall only be arbitrable under the mini-arb process described in Section 6.13.

C. This provision shall only apply to DAPO PAs.

D. PAs will not be held liable for safety equipment stored in the passenger compartment of the flexible fuel vehicle that does not provide adequate storage space.

**19.06 Parole Agent Requested Transfers**

A. The State has varying business needs to fill vacant positions by using existing eligible lists, involuntary transfers, reassignments, Executive Orders, program

closures or other selection methods based on, for example, balancing the work force or pre-announced specialized skills, abilities or aptitudes.

The parties acknowledge that Parole Agents (PAI/PAII Specialists) may want to transfer to another Region/Complex/Unit within the Division of Adult Parole Operations (DAPO). Therefore, the following seniority-based procedure, which is consistent with section 12.01 of the MOU, is established to facilitate a Parole Agent's request to transfer to a caseload within the Agent's same classification but different location.

B. Agents cannot utilize this process to either transfer between Units within the same complex or transfer out of a complex that has a vacancy rate of more than 10%. FUNA, DRUNA, C-PAT and Administrative Assignments are ineligible for this process.

C. Agents in a non-specialized caseload can only transfer to a non-specialized caseload. Agents in a specialized caseload can transfer to the same specialized caseload or a non-specialized caseload.

D. Agents desiring to transfer must submit to the applicable Regional Headquarters a Standard Application Form 678 and CDCR Form 923, which shall identify the desired District(s)/Complex(es)/Unit(s) and the numerical order of preference. The employee's written requests shall be processed at the Regional Headquarters within thirty (30) days of submission and placed in seniority order with the others who have requested transfer to the same District(s)/Complex(es)/Unit(s). The Appointing Authority or designee shall provide the agent(s) submitting a request for transfer with an acknowledgment of receipt of the transfer request.

E. Agents' requests shall be kept on file at the applicable Regional Headquarters through June 30 of each fiscal year or removed earlier at the request of an agent. All request shall be (re)submitted on or after the following July 1. At the request of CCPOA, the location of and access to an agent's transfer file will be provided to the CCPOA Representative.

F. The State agrees to fill vacancies in Parole Agent classifications by either lateral transfers, list appointments, reinstatements, program closures, training and development or permanent full-time appointments from the academy. In the interest of continuously facilitating lateral transfers, the Regional/Unit Managers will determine the number of vacant positions to be filled in a given District/Complex/Unit and will fill at least every other vacancy via lateral transfer until all requests for that District/Complex/Unit have been exhausted. In the event there are no transfer requests on file for a given location, filling of a vacancy will not count as a management selection.

G. A reconciliation of vacant positions, lateral transfer requests and lateral transfers will be made six (6) months after ratification of the MOU and on a yearly basis by the Appointing Authority and will be shared with and explained to CCPOA upon request of a CCPOA Representative.

H. When lateral transfer is the means being used to fill a vacant position, the most senior employee with a request to transfer on file at that location shall be transferred unless there is clear evidence that such a transfer would be adverse to the best interest of the Department, for example the employee (1) is currently under investigation for misbehavior which could lead to adverse action, (2) has had an adverse action in the last three (3) years or (3) has had an overall substandard performance evaluation in the preceding 12 months. In addition, in order to be eligible for transfer under this section, the employee must have been employed by DAPO as a Parole Agent for more than 36 months and cannot have utilized this process in the last 24 months at the time management makes the offer to the employee to transfer, unless the employee has demonstrated a hardship that did not exist at the time of initial transfer.

I. This procedure may be superseded in favor of an employee receiving a transfer based on a bona fide hardship. If the transfer is contested, the Appointing Authority or designee shall explain the basis for the waiving of this section to CCPOA's Representative.

J. Travel Time Allowance: Upon request, the State may authorize an employee to take a reasonable amount of vacation, PLP, CTO, or holiday time off between transfers from one (1) location to another where the transfer requires the employee to move his/her residence at their own expense. Such requests will not be unreasonably denied by the receiving District/Complex/Unit.

**19.07 CDCR PA's Use of State Vehicles**

A. State vehicles may be made available for those parole staff at their work locations for use during the scheduled work day. A parole staff person, with prior supervisory approval, may be permitted temporary overnight home storage of a state vehicle based on workload or operational needs.

B. PAs, with prior supervisory approval, may be authorized to use their private vehicle and be reimbursed for mileage.

C. Specially funded programs which provide state vehicles for PAs I and II are excluded from this provision.

D. State vehicles assigned to PAs shall have adequate trunk space to accommodate safety equipment. Depending on the availability of a vehicle with adequate trunk space, PAs currently assigned flexible fuel vehicles shall have the option of exchanging them.

**19.08 Authorizing Overtime and/or Modifying Case Supervision Specifications for California Parole Supervision and Reintegration Model Caseloads**

A. The Regional Parole Administrator or designee shall delegate the authority to approve overtime to the Unit Supervisor (US), unless compelling circumstances require the authority to be elevated. The authority shall be elevated to a

classification no higher than a Parole Administrator where appropriate, in order to manage excessive use of overtime for CPSRM caseloads.

B. Caseload Related Management Considerations

Traditional point based caseloads shall be governed by Policy 08-08, provided that workload adjustments and overtime approval shall be evaluated on a weekly basis.

The field US shall implement the following process in order to reduce and/or eliminate the need for overtime during the normal work week. The US shall:

1. Ensure adherence to the work schedule consistent with current memorandum of understanding as it relates to the administration of workload.

2. Ensure PAs are not scheduled to work more than 164 total hours in the 7K work period when approving each month's work schedule.

3. Ensure the PA does not schedule a regular day off on a day when the PA has any other work commitments requiring his or her attendance, such as scheduled officer of the day duties.

4. Review caseload rosters for scheduled releases and mandatory pickups and/or case contacts pursuant to Penal Code Section 3060.7

5. Upon request of a PA, the US will review the PA's Progress Review Worksheets with the PA.

C. Ratio-Driven Caseload Management Considerations (CPSRM Caseloads)

Consistent with the terms of the CPSRM Operations Manual - Policy and Procedures, including parolee case specifications, the approved workload for non-specialized caseloads shall be 53:1. This includes the following levels of supervision: Transition Phase (TP), Categories A, B, C, D, EX, IS, IM, MD, and Transfer Investigation Request (TIR) active cases. PALs at the High Control and Specialized level are included in the total number of cases. The exceptions are listed below:

1. The approved Specialized Enhanced Outpatient Program (EOP) participant caseload ratio shall be 40:1.

2. The approved Specialized Active Global Positioning System (GPS) gang offender caseload ratio shall be 20:1.

3. The approved Specialized Active GPS High Risk sex offender caseload ratio shall be 20:1 or 40:1 Non-High Risk cases, or a combination of both pursuant to the existing GPS matrix.

D. Parole Agent II (Supervisor/Specialist)

The PA II shall be assigned 25 percent of the average PA workload in the unit, regardless of supervision category. The caseload should be proportionate to the equitable breakdown of cases by category being supervised within the parole unit. Under no circumstances shall a PA II be assigned a number of category D cases that is disproportionate to such assignments for the other PAs in the unit.

E. CPSRM Workload Ratio Special Considerations

The US shall address workload in excess of the approved workload ratio within a parole unit. The range in workload ratio (total number of cases assigned to each case carrying agent) will generally not exceed five cases between the agents. When a unit has an excessive workload, excess cases shall be assigned equitably to all PAs in the unit. The State shall endeavor to distribute pre-parole and TIR cases equitably, taking into account geography and current workloads.

Exceptions can be considered for the PA(s) assigned to caseloads meeting the following criteria or under the following circumstances:

1. Rural caseloads that require excessive vehicle travel to complete supervision specifications.

2. Urban caseloads in the area with heavy traffic congestion.

3. Caseloads in areas where inclement weather conditions result in modified driving conditions, such as chain requirements.

4. PAs that are current participants in the apprenticeship program.

5. PAs required to participate in the Field Training Program.

6. Other reasonable circumstances.

Only the PA I and PA II who have successfully completed the PA Academy, or have been placed into one (1) an out-of-class assignment or two (2) a training and development assignment, shall be reflected on the Unit Workload Summary. If a PA separates, is on Enhanced Industrial Disability Leave or on any other long term absence (defined as greater than thirty (30) days), he or she shall be immediately removed from the Unit Workload Summary. All cases assigned to such a PA shall be reassigned to an active PA I or PA II within the parole unit. Under no circumstances shall an active, revoked, suspended, or pre-parole case be assigned to a PA III, Parole Services Associate, or any support staff, excluding the Regional Re-entry Unit and Monitored Non-Revocable Parole Unit. Pending assignment, such cases, however, may be placed briefly (for a few hours) with the Unit Supervisor, provided that such cases shall be reassigned to PA Is or PA IIs and the US shall be removed from the Cal Parole workload roster by the close of business each day.

F. CPSRM Unit Workload Summary

Beginning on the first of each month, the US or designee shall utilize the Unit Workload Summary Report to review and adjust the assigned workload for each case carrying agent within the assigned Parole Unit *on a weekly basis*. Upon review, the US or Peace Officer designee shall attempt to balance the unit workload and maintain an equitable mix of categories on each caseload. No PA shall have more than 40 parolees in either the "TP" or Category "A" to include EOP or Mentally Disordered offender (MDO) combined. The remaining cases shall consist of cases from Categories "B," "C," and/or "D" and "EX," "IS," "IM" and "MD." PALs at the High Control and Specialized level are included in the total number of cases. There shall be no more than four EOP cases assigned to a 53:1 caseload, except as described below. These cases shall be designated as "EX" and shall be supervised pursuant to the EOP cases specifications, except in the following circumstances:

1. There is a sufficient number of EOP, including MDO, cases assigned to a parole unit or complex to create a 40:1 Specialized EOP caseload. EOP Specialized caseloads may be established if there are a minimum of 32 cases. The approved 40:1 caseload ratio may be exceeded under the following circumstances: (1) a parolee previously supervised who is now in custody or PAL or (2) an excessive unit workload situation as described above.

2. If there are insufficient numbers of EOP cases to form an EOP Specialized caseload, the EOP shall be placed on a 53:1 caseload. No more than four EOP, including MDO, cases shall be placed on any non-specialized caseload except in situations where there are not enough case carrying agents (less than eight (8) PAs in a unit) to allow for four (4) EOPs per agent and less than 32 EOPs total. If it is necessary to exceed the preferred maximum level of four (4) cases per PA, an equitable distribution of EOP cases within the unit will occur.

G. Requesting/Approval of Overtime and Workload Adjustment Modifications

Ongoing communication between the US/designee and staff regarding workload is encouraged and expected to be bilateral.

1. Requesting Overtime

If, at any time during the month, staff believe that workload circumstances warrant overtime, s/he shall submit the request for overtime to the US or designee. Requests for overtime shall be made and approved, as noted below, in advance via the California Human Resource form titled "Authorization of Extra Hours" STD. Form 682 (Rev. 2/2007) available on the Intranet on the following page:

http://intranet/ops/AO/dapo/DForms/Pages/std_forms.aspx

In the event overtime is incurred as the result of unforeseen exigent circumstances, for example, a delay in booking an arrested parolee, participation in an unplanned arrest, unplanned/unavoidable after hour

phone calls/contacts, or other necessary but unanticipated after-hours work, the PA shall notify the US by telephone, as soon as it is reasonable and practical to do so. The PA shall submit a STD. Form 682 the next working day. The PA shall not be required to adjust his or her work schedule to avoid overtime.

2. Approval of Overtime

a. Paid overtime must be approved by the US or designee in advance except for exigent circumstances and unplanned/unavoidable/ necessary after hour work noted above. The US or designee shall document the date and time of the approved overtime on the STD. Form 682, and shall provide a copy to the PA. The US or designee shall notate all approved overtime on the attached CDCR Form 2262 (11/12), District Overtime Report. Upon working overtime during the approved period, the PA is required to return the STD. Form 682 to the US or designee, noting the actual hours worked (which shall not exceed the hours approved) and a brief synopsis of the duties completed, which would include the name, CDCR number and brief description of tasks.

b. Tasks that can be approved for overtime include, but are not limited to:

- Coverage of another PA's caseload when that PA is out on leave
- Completing required reports such as violation, discharge, or service referrals
- Home contacts
- Completing assigned pre-parole packets, including Pre-Release residence verification
- Transportation and booking of a parolee, or picking up an inmate from prison.
- Supervision of cases utilizing Electronic In-Home Detention
- Completing TIR, Interstate requests
- Interviews at jails

3. Workload Adjustment

Modifications and Adjustments

The US or designee shall review the workload summary to ensure that the weekly adjustments to workload are maintained appropriately and are equitable. However, at any time the PA has perceived that he or she is unable to meet the workload requirements, the PA shall case conference with the US or designee to address workload issues. There should be on-going face to face communication between case-carrying PA staff and the US or designee regarding workload modifications and adjustments. The US

and PA should discuss the current caseload relative to the Agent effectively managing the caseload at its current level.

Workload adjustments may include correcting the status of an offender after a court action or transferring cases between PAs. If these workload adjustments still result in excess workload additional adjustments such as modifying case supervision specifications as identified below or authorization of overtime may be required. When case supervision specifications are modified, the US shall note which cases specifications have been modified for the month in the Record of Supervision, CDCR form 1650-D. When a US makes an adjustment to a caseload to comply with this provision, he or she must document the remedy taken for each caseload that was adjusted. This documentation shall be made on the Caseload Roster/Unit Workload Summary. The documentation can be handwritten directly on the Unit Workload Summary or by attaching copies of the approved STD form 682 from each agent.

The Department retains the discretion to determine which of the below options can be selected to adjust PA workload to manage CPSRM caseloads. The US or designee is authorized to:

a. Modify case supervision workload specifications.

b. Authorized paid overtime.

c. Utilize a combination of the above.

4. US or Designee (On the First Working Day of Month)

a. Reviews all active and non-active cases on the roster.

(1) Meets with Parole Agents to reconcile caseload rosters to ensure parolees are appropriately classified.

(2) Reviews workload assigned to each PA on the Unit Workload Summary Report, to include the PA II.

(3) Caseload reconciliation should be an on-going process and is not restricted to the first working day of the month. However, the initial roster reconciliation at the first of the month must be completed.

b. Waiver of Specifications

The waiving of case contact specifications or other workload is the sole responsibility of the US. Each case must be considered on a case by case basis relative to the individual parolee's case factors and specific needs. When tasks are waived, the US shall note this

decision on the Record of Supervision. The US may waive the following tasks:

(1) Home visits

(a) Home visits shall not be waived for the same parolee during two (2) consecutive months unless the parolee is homeless or the parolee resides in a geographically remote area (under these circumstances, the US, considering public safety, may waive this contact).

(b) The US may waive the requirement of home visits being unannounced to allow the PA to notify the parolee in advance of the home visit. When this requirement is waived, the PA shall document the parolee's notification on the Record of Supervision.

(2) Additional face to face contacts

(3) Anti-narcotic tests

(4) Significant collateral contacts

(5) Resource contacts

(6) Pre-release residence verification – residence verification (CDR1658) must then be completed during the initial home visit

c. Except as provided below, the US may not waive the following tasks:

- Initial interview
- Initial home visit (The US may, however, waive the time frame so that the agent has more time to complete this task.)
- Comprehensive interview
- Residence verification (CDCR Form 1658)
- Goal and progress reports
- Case Conference Review (CDCR 1657) – Other than Case Conference Review while a parolee is in the transition phase, a parolee's participation is not required during Case Conference Reviews
- Violation reports
- Discharge review reports

The Regional Parole Administrator, however, has the authority to waive any of the foregoing specifications, except violations reports and discharge review reports.

H. Training Related Overtime

Training shall be considered in determining whether overtime approval is necessary to allow PAs to meet specifications for their caseloads. However, overtime does not necessarily result from training. A PA III or PA II Supervisor determined to be a certified instructor in block training courses may be utilized in an effort to mitigate the need for overtime expenditures.

I. Tracking and Monitoring the Use of Overtime

The US or designee shall report planned and unplanned, use of overtime to the District Administrator (DA), who is responsible for overseeing and managing the overall parole supervision efforts at the field parole unit level.

And the end of each month, the US or designee shall submit the CDCR Form 2262, and the CDCR Form 3044 to the DA. By the fifth of each month, the DA shall electronically forward the preceding month's CDCR Form 2262 to his or her respective Deputy Regional Parole Administrator. By the tenth of each month, the Deputy Regional Parole Administrator or designee shall electronically forward one consolidated Regional Overtime Report, on the attached CDCR Form 2263 (11/12), Regional Overtime Report, to the Deputy Director, DAPO headquarters.

In order to ensure compliance with this provision, the Regional Overtime Reports and related documents shall be reviewed by the DAPO Headquarters and Regional Executive Staff on a monthly basis. PAs shall not conduct State business outside of approved scheduled work hours or approved overtime, as articulated in this provision.

J. Zipper / Reopener

The foregoing provisions of this section shall be binding on the parties and not subject to modification, except by mutual agreement, until July 1, 2014. Subject to the foregoing limitation, either party may reopen this section upon ninety (90) days notice.

K. Remedies

This section is subject to the grievance procedure delineated in Article 6 of this Agreement, including full arbitration. However, remedies for a violation of this section shall not include monetary compensation, provided that the foregoing limitation shall not prevent issuance of a monetary remedy based on a finding of a simultaneous violation of one or more other sections of this Agreement.

## ARTICLE XX
## CORRECTIONAL COUNSELORS I

### 20.01 Correctional Counselor Work Hours

A. The normal work schedule for Correctional Counselors shall be either a four (4) day or five (5) day work week, Monday through Friday up to a maximum of twelve

(12) hours per day. The Counselor may deviate from the normal work days or hours with prior supervisory approval. Certain core hours that must be covered appropriately may be set by individual institutions so long as the core hours fall between 0600 to 1800.

B. Each Correctional Counselor shall submit a work schedule to the supervisor for each work period at least seven (7) calendar days, but no more than fourteen (14) calendar days, prior to the beginning of each work period. Schedules must reflect a total of one hundred sixty-four (164) hours for the twenty-eight (28) day work period. In submitting his/her schedule for supervisory approval, each Correctional Counselor will propose whether or not he/she will take a lunch break during the period of time which is covered by that schedule. The supervisor shall approve the work schedule at least three (3) days prior to the scheduled work period, provided it meets the Correctional Counselor's duties, responsibilities and institutional need, and the definition of a normal work schedule as identified in paragraph A. above. If a requested work schedule is denied, the reasons for the denial will be given to the employee in writing. All denials must be based on case circumstances specific to a counselor's duties rather than "blanket denials." If the Counselor does not submit a work schedule, the supervisor will assign the work schedule.

A work schedule may be denied to fulfill the need to cover the core hours identified in paragraph A above. The rejection of one or more schedules because of this need to cover core hours shall not be deemed a blanket denial.
If there are no volunteers, the necessary core hour coverage shall be determined by inverse seniority.

C. Current daytime schedules will be maintained unless deviation therefrom is mutually agreed to by the supervisor and employee. The institution may require Correctional Counselors, excluding camp counselors, working a given unit (on a non-overtime basis) to work up to one (1) evening per week (up to 8:30 p.m.) based on legitimate institutional program needs. Evening work is defined as those hours worked after 6:00 p.m. None of this precludes scheduled or unscheduled overtime work.

D. The supervisor may occasionally require a work schedule change for events that were not originally foreseen when the work schedule was originally submitted. This might occasionally include evening work or a weekend day based on legitimate institutional program needs. The supervisor shall give a seven (7) calendar day prior notice for this temporary change.

E. Employee-requested changes in the work schedule will require supervisory approval.

**20.02 Correctional Counselor Workload**

A. CDCR shall provide equitable workload assignments for all Correctional Counselors within an institution. The status of Correctional Counselor workload

assignments shall be monitored by management, and appropriate steps will be taken to balance the workload. Management shall authorize overtime, when necessary, or a reasonable accommodation will be made to avoid unrealistic work expectations. The Correctional Counselor I can request an accommodation in writing, and the Department has seven (7) calendar days to respond in writing. Management will reasonably accommodate by rescheduling his/her normal duties at another time, reassigning the duties to another Correctional Counselor, or authorizing overtime when a need exists.

Correctional Counselors utilized for short-term acting assignments which preclude them from performing their full range of normal duties shall be reasonably accommodated by rescheduling the normal duties at another time, reassigning the duties to another Correctional Counselor, or authorizing overtime when a critical need exists.

B. The State shall fill vacant positions and/or new positions in a timely manner.

C. In order to increase inmate access to counselors, Correctional Counselors shall be able to ducat inmates for classification and other related casework subject to administrative approval.

D. Commencing within sixty (60) days of ratification of the MOU, the parties agree to initiate a Correctional Counselor Work Study Committee to review counselor duties. The committee will be comprised of two (2) members each from CDCR and CCPOA. The Committee will meet as appropriate to complete its review and issue a written report with agreed upon recommendations. The two (2) CCPOA committee members' time spent attending committee meetings shall be divided equally between OB and RTB.

E. A copy of the Correctional Counselor quarterly report will be provided to CCPOA.

**20.03 Post and Bid by Seniority for Correctional Counselor I**

A. There shall be seventy percent (70%) of each institution's budgeted CC-I positions assigned by Unit 6 seniority. An employee who bids to a lock-up unit cannot remain longer than two (2) years without an approved management exemption. When an employee requests to stay longer, local management may, on an exception basis, approve an exemption.

B. In order to remain in the seniority position of choice, the employee must maintain a satisfactory level of performance.

1. Once a bid position becomes vacant, if there is no interest in the vacant "seniority" position, management shall fill the assignment by existing rules, policies and practices (i.e. continuous bid). For those positions retained by management, existing rules, policies, and practices, with regard to filling vacancies, shall remain in effect.

2. Nothing in this section shall diminish management's right to carry out departmental goals and objectives nor interfere with management's rights

to meet operational needs. The afore-stated will not be done in an arbitrary or capricious manner.

3. Employees who laterally transfer may bid on any vacant seniority position.

4. After an employee completes the apprenticeship program, s/he can bid on any vacant seniority position.

C. A legitimate reason to change a seniority bid would be if the CC-I bid position became a special needs unit requiring specific knowledge, skills, and training for casework.

1. The local Chief Job Steward and the affected employee must be notified in writing prior to the change as to the specific reasons for the change. The bid employee will have the first right of refusal for special training to do the special needs casework; therefore, no change would be necessary.

2. The affected employee may either: (a) remain in the position, (b) bid to a vacant seniority bid position, or (c) request placement and be placed in a management position. If the affected employee accepts the management position, then the bid position reverts to management until the employee returns to another bid position.

D. Disputes

All disputes concerning PPPA issues that cannot be resolved by local levels shall be directed to the Joint Labor/Management Committee

**20.04 Counselor Policy Committee**

The Counselor Policy Committee shall continue during the term of this contract consistent with current practice, which may be modified upon mutual agreement.

**20.05 Correctional Counselor Vacation Leave**

A. No later than December 1 of each year, each Correctional Counselor shall submit vacation requests for the following year to his/her supervisor. No later than January 1, the reviewing supervisor will approve or deny the vacation request in writing.

B. When multiple Correctional Counselors request the same vacation time and the supervisor cannot grant the requests to all employees in the same work area making requests for the same vacation time, approval shall be granted in seniority order. For example, if seven (7) counselors submit vacation requests for the same time period and the supervisor determines that work conditions for the work area require that only five (5) counselors can be absent during the time period, then the five (5) most senior counselors' vacation requests will be the ones approved.

C. Vacation requests shall not be unreasonably denied.

## ARTICLE XXI
## MEDICAL TECHNICAL ASSISTANTS

### 21.01 MTA (DSH) Program

A. MTA Minimum Qualifications:

1. DSH may recruit prospective MTAs while they are attending LVN/RN, or Psychiatric Technician (PT) school, or have graduated from such a school or course, provided that the prospective MTA successfully obtains an LVN/RN/PT license.

2. This section does not negate the ability of the Department to hire eligible prospective employees from the military who have not yet obtained an LVN/RN/PT license. Such persons, if hired, will still have the requisite six (6) months in which to obtain the LVN/RN or PT license. If they obtain the LVN/RN or PT license within the first six (6) months of employment, they must then complete all the other training requirements imposed by this section.

B. DSH may provide some or all of the PT training during normal work hours. (To the extent this is not possible, the training will be afforded during the off-duty time of the MTA apprentices. Off-duty training afforded to MTA apprentices will be on their own time without pay.)

C. DSH agrees to assist in adjusting work schedules for MTA apprentices in order to accommodate any “related and supplemental” training requirements.

D. New employee orientation shall include eighty (80) hours formalized training specific to the duties of the class.

### 21.02 MTA Certification and License Renewal

A. DSH agrees to reimburse MTAs for the actual costs of renewing their professional license(s) and certification(s). Nothing in this section shall be construed to relieve MTAs of any requirement to maintain professional licenses, certificates, registrations, etc.

1. Any MTA who fails to obtain and maintain the required licensure or certificate(s) will be immediately placed on Leave of Absence Without Pay.

2. DSH agrees to reimburse its MTAs for the RN, LVN or PT license. Once an MTA has obtained a PT license, DSH will reimburse that MTA a minimum of $90.

B. Each Department agrees to reimburse MTAs who, with prior approval of the Appointing Authority, have incurred expenses as a result of satisfactorily completing continuing education courses approved by the Department and required to maintain a current licensure and/or recertification and continuing education requirements. Such reimbursement shall be limited to tuition and/or registration fees and cost of course-required books.

C. Each department will assure that at least sixteen (16) hours of continuing education courses shall be made available to each MTA per fiscal year. Unless sufficient continuing education courses are provided by the Department, MTAs shall be granted reasonable time off, not to exceed twenty-four (24) hours per fiscal year, without loss of regular pay, to attend continuing education courses scheduled during their normal working hours.

### 21.03 MTA Post and Bid (PPPA)

All provisions of Section 12.07 will apply to the MTA classifications with the following exceptions:

A. All positions will be subject to the PPPA process.

B. The DSH will designate a supervisor at each Psych Program to be the person responsible for the administration of the PPPA process for MTAs.

## ARTICLE XXII
## DJJ IPA INSTITUTIONAL PAROLE AGENTS/CASEWORK SPECIALISTS

### 22.01 DJJ IPA and Casework Specialist Work Hours

A. The normal work schedule for Institutional Parole Agents (IPA) and Casework Specialist shall be one hundred sixty-four (164) hours in a twenty-eight (28) day work period.

B. At least once, but not more than twice per month, the work period schedule will reflect a five (5) day work sequence with at least one (1) weekend day as part of the schedule. An employee may elect to work more than two (2) weekend days per month with the approval of his/her supervisor. If a scheduled weekend workday is changed by management, the employee shall not be required to make it up.

C. Each IPA and Casework Specialist shall submit to the supervisor for approval a monthly work period schedule, seven (7) work days prior to the beginning of each work period. The schedule must be consistent with the core hours of 8:00 a.m. to 8:00 p.m. (0800-2000), unless a deviation is approved by the Superintendent. All IPAs and Casework Specialist will schedule one (1) late-night shift per work week that ends no earlier than 6:30 p.m. An employee may elect to work more than one (1) late night per week with the approval of his/her supervisor. If a scheduled late night is changed by management, the employee shall not be required to make it up.

D. As part of the monthly scheduling, IPAs and Casework Specialists may request their workday be scheduled without a meal break or, may schedule a meal break varying from thirty (30) minutes to one (1) hour subject to the requirements outlined in A.

E. If the IPA or Casework Specialist does not submit a work period schedule, the supervisor shall schedule his/her work hours. The schedule shall reflect those hours of work needed to provide the necessary level of service for such concerns

as classification, family contact, programs, risk assessment, other routine or special assignments.

F. There shall be no arbitrary denial of a submitted work schedule. If a work schedule is denied, the supervisor shall state the reason for the denial. Upon request from the employee, the denial shall be in writing.

G. Any changes in work schedules, excluding emergencies, will require prior supervisory approval. IPAs and Casework Specialists will advise the supervisor of emergency changes no later than the next work day. As a part of the change in schedule, the employee will be required to explain his/her plan to complete any missed casework.

### 22.02 DJJ IPA and Casework Specialist Orientation

The Institutions and Camps Branch will provide orientation training course for IPAs and Casework Specialists in Section 4000 of the Institutions and Camps Branch Manual and other training DJJ determines necessary to perform essential job duties, in accordance with Section 8.05. This training shall be either individual or group formalized, structured courses of instruction to acquire skills and knowledge for an employee's current or future job performance.

### 22.03 DJJ IPA and Casework Specialist Workload

A. The State shall continue not to exceed budgetary staffing ratios for IPAs as established by the Legislature, which ranges from one hundred to one (100:1) down to fifty to one (50:1) wards/inmates per IPA depending upon the housing unit and/or program to which the IPA is assigned and shall continue to follow DJJ's business rules (as amended/court approved) that include lower ratios during the term of this MOU. IPAs shall, with prior approval from the supervisor, handle excess workload assignments on an overtime basis.

B. Casework assigned to Casework Specialists shall be made in a consistent and equitable manner based on institutional needs.

C. The State shall fill vacant positions and/or new positions in an expeditious and timely manner.

## ARTICLE XXIII
## TRANSPORTATION UNITS

### 23.01 CDCR Transportation Officer Hours

A. Any employee assigned to transport inmates shall be compensated for all hours during which he/she is performing assigned duties. When on an overnight trip of eight (8) hours or more, a reasonable amount of time, not to exceed one-half (½) hour, will be allowed to travel from the worksite to a motel.

B. When on an overnight trip of eight (8) hours or more, the employee shall be allowed a full eight (8) hours between shifts.

C. Any transportation officer scheduled for, or called back to, work who upon reporting is subsequently instructed not to work shall be entitled to four (4) hours of compensation at his/her regular salary rate.

D. Where work is completed prior to the end of an eight (8) hour day, the State may allow the officer, upon request, to utilize leave credits for the remainder of the (8) eight hour shift.

## ARTICLE XXIV
## DJJ YOUTH CORRECTIONAL COUNSELORS AND YOUTH CORRECTIONAL OFFICERS

### 24.01 DJJ Living Unit

The existing practice concerning hand-held radios shall continue at each facility/institution.

A. Each living unit will be assigned at least two (2) hand-held radios, with the necessary charging equipment.

B. The State will arrange to have enough radios available so that during each movement away from a living unit the Youth Correctional Counselor assigned to that movement can be issued a handheld radio.

### 24.02 Youth Correctional Counselor/Shift Duties

Employees shall receive Post Orders and Duty Statements annually at the time of performance appraisal.

### 24.03 Youth Correctional Counselor Workload

A. The Youth Correctional Counselor caseload will normally be eleven (11) wards. Youth Correctional Counselors shall, with prior approval from the supervisor, handle excess workload and caseload assignments on an overtime basis.

B. Youth Correctional Counselor Workload:

1. DJJ will establish a casework plan for each institution with Youth Correctional Counselors (YCC) which includes a formal casework schedule, identification of formalized casework responsibilities, a process for weekly verification of casework time, and definition of casework roles for the YCC, Senior Youth Correctional Counselor (SYCC), and IPA.

2. Each institution, by living unit, will establish a monthly treatment group and casework schedule for each YCC. It is understood the amount of casework time relief may vary based on the level of formalized casework required during a given month.

3. YCC casework will be prioritized at all institutions and camps operated by DJJ. There are many potential casework priorities. Each YCC and his/her SYCC have a responsibility to discuss and evaluate specific casework priorities on a weekly basis. If there are any doubts on priority, the SYCC will make a final prioritization of specified casework assignments.

a. Orientation

(1) Workload

(2) Special Program Needs

b. Case Reports

(1) M-Case Reports where applicable

(a) File Maintenance

(b) Counseling Chrono

(c) File Review

(d) Behavior Reports

(e) Program Credits

(2) JPB Board Reports

(3) Annual Reports

(a) File Maintenance (Unit)

(b) Counseling Chrono

(c) File Review

(d) Behavior Reports

(e) Program Credits

(4) Re-Entry Planning

(5) Transfer Summaries

(6) JJAC Report: JJAC Forms

(7) Special Contracts/Reports (option by institution)

c. Formal Counseling (Individual Treatment/Large Group)

(1) Commitment Offense, Victim Awareness, Aggression Interruption Training, Counterpoint, Interactive Journaling and other interventions designed by DJJ.

(2) Counseling Chronos

(3) Group Documentation — Individual, Treatment & Large Group Counseling

(4) Behavior Reports

(5) Living Unit Log

d. Case Conference Meeting: Case Conference Staff Feedback Form

e. Camp Eligibility

f. Program Placement

4. SYCC will provide a daily schedule of pre-assigned casework and treatment group time for the living unit.

5. It will be the SYCC's responsibility to provide the YCC with sufficient opportunity to use the assigned casework and group time to complete his/her formalized casework and determine coverage, if applicable.

6. YCCs and SYCCs will meet to discuss casework needs and modify the schedules monthly. By the 25th day of each calendar month, the IPA and SYCC must inform each YCC who provides casework to the PA, what reports and other casework are due between zero and thirty (0-30) calendar days from the beginning of the upcoming calendar month and what reports and other casework are due between thirty-one (31) and sixty (60) calendar days from the beginning of the upcoming calendar month. The YCC will provide the SYCC with an estimate of how much casework time the YCC needs during the next month.

7. The YCC will verify his/her ability to use casework time on a daily basis on the Casework Verification Form (CVF), is an example of such a verification sheet.

8. On a weekly basis, the SYCC will assess the availability of casework time for the YCCs. Regardless of the reason for the lost time, all lost time is to be replaced within two (2) calendar weeks or ten (10) work days.

9. The appropriate Treatment Team Supervisor (TTS) will review the assignment and availability of casework every two (2) weeks as recorded on the CVF. The TTS will monitor the effort to provide an equitable distribution of casework time and, where available and necessary, casework relief coverage to all YCCs.

10. Each Superintendent will provide, upon request, the local CCPOA Chapter President or a designee, copies of the CVF, living unit schedules, and negotiated assignment and verification sheets to substantiate the allocation of formalized casework time. These documents shall be maintained for a period of one (1) year, and made available to the Chief Job Steward to copy in cases of dispute.

11. The parties agree to review the paperwork currently required as part of the YCC overall casework responsibilities with the IBTM committee to ensure the casework process is efficient and timely.

**24.04 DJJ Post Assignment by Seniority for YCCs**

A. Post Assignment by Seniority:

There shall be sixty percent (60%) of the Youth Correctional Counselor (YCC) assignments in DJJ allotted according to seniority at each facility. Employee participation in this process is voluntary. Once a YCC successfully bids for a post assignment, he/she shall not be eligible to bid again until March 1, 2015.

There will be an initial realignment of the post assignments consistent with the 60%/40% split within thirty (30) days of Total Tentative Agreement.

This section is limited to YCCs with permanent, full-time status who are permanently assigned to and working at a facility. Eligible employees may participate only in their facility's selection process. Apprentices are excluded from this section.

1. Maintenance

   After the initial post assignments, which have already been made, the following steps will be adhered to regarding maintenance of the system:

   a. In order to participate in and maintain preference rights and privileges under this section, the employee must maintain standard or better over-all performance ratings, and be free from Adverse Personnel Actions for the preceding three (3) years, unless a specific exemption is made by the appointing power.

   b. An otherwise eligible employee absent from the worksite during the post assignment section process for such reasons as NDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the process. Employees who are successful in obtaining a post assignment must assume the duties of such post within one (1) year of the posting of the preference selection results. Until such time as the employee occupies the post assignment, it temporarily reverts to the conditional bid process.

      In the event the employee is unable to assume the duties of the post assignment within one (1) year, the employee will be assigned at DJJ management's discretion. This assignment, however, shall not count towards DJJ's 40%.

   c. Submissions for post assignment will be conducted on a continual basis in conjunction with 60/40 post assignment request.

   d. Upon completion of the apprenticeship period, an otherwise eligible employee may submit, in writing, his/her post assignment request as seniority posts become vacant. The most senior, eligible, employee requesting the seniority post shall be assigned to it. Once assigned, the employee shall remain in that post until the next post assignment bid.

   e. Nothing in this section abridges DJJ management's rights to determine if an employee possesses the requisite knowledge, skills, abilities and other necessary and desirable qualifications for an assignment.

   f. If for some reason other than specified above, it becomes necessary to job change an employee who has exercised his/her post assignment bid, that employee shall be job changed to a new position possessing the same RDOs on the same watch.

g. Assigned RDOs will not normally be realigned. If RDO realignment becomes necessary based upon an operational need, Facility DJJ management will meet and discuss potential changes with the CCPOA Local Chapter President or designee prior to implementation of such realignment. A realignment of post assignments may be conducted at any time, however, upon mutual agreement of the Superintendent and the Local CCPOA Chapter President.

h. For purposes of expressing a post assignment, the Chief Job Steward shall be given “super” seniority in order to select an assignment with Saturdays and Sundays off, if he/she so chooses.

2. Rebid and Challenging Seniority Dates

a. When its determined that realignment is necessary, as described in subsection 1(g) above, a rebid will occur. The rebid will include the following:

(1) On each watch, sixty percent (60%) of all post assignments will be filled on a seniority basis. Facility DJJ management, in conjunction with the Local CCPOA Chapter President or his/her designee, will calculate this number.

(2) Seniority Scores shall be posted for at least ten (10) days at a location to be determined and communicated by the Superintendent.

(3) Failure of an employee to complete a post assignment bid will result in the employee being assigned at Facility DJJ management’s discretion without regard to watch, RDOs or start/stop times. This assignment, however, shall not count towards management’s 40%.

b. Employees alleging seniority scores computed in error shall submit his/her complaint to the Superintendent or his/her designee for resolution within fifteen (15) calendar days of the posting of seniority scores. The Superintendent’s or his/her designee’s decision shall be final.

c. Errors in the posting of the seniority scores will result in the adjustment of the employee’s seniority score at his/her facility. If the timing is such that selections and assignments have been made, the employee shall have a right to his/her preferred post placement.

d. Placement of an employee in a post assignment due to the discovery and correction of a seniority score shall not be grievable by the employee being placed. However, the employee will go back on the waiting list for the next available post assignment matching his/her preference request.

B. Continuous Bid Process

1. Statement of Purpose

The Continuous Bid Process is to allow employees to continue to fill vacant posts assignments, by seniority, once the initial process has been implemented.

2. Implementation

a. Vacant posts will be posted on the first day of each month. Any eligible YCC will be allowed to participate.

b. All assignment results for those who were successful in achieving an available post assignment will be posted as they are awarded.

c. This continuous bid window will be a minimum of ten (10) calendar days, with no bids being accepted after the close of business on the second Friday after the initial posting.

C. Conditional Bids

The Conditional Bid Process will be the process in which posts are filled on a temporary basis. Once it is determined that a post could be temporarily vacant for more than thirty (30) calendar days, the post will be posted for a “conditional bid.” The conditional bid would only be in effect until the original bidder returns to assume the assignment post. An employee displaced from a conditional bid post may participate in the continuous bid process, or will be assigned at management’s discretion without regard to watch, RDO’s or start/stop times:

All vacancies with the exception of Military Leave or Union Officers:

The conditional bid would only be in effect until the original bidder returns to assume the post. The Appointing Authority can extend this time on a case by case basis. If the Appointing Authority extends this time limitation, the employee in the job could remain in said post. Once the post becomes a permanent vacancy, the post will immediately be subject to the continuous bid process.

1. Military Leave:

In the event an employee is ordered to active military duty, these employees would be subject to the length of the bid period before the conditional status expires. The employee in the job could remain in the said post. The Appointing Authority can extend this time on a case by case basis.

2. Union Officers:

All employees subject to being placed in to a post utilizing “super seniority” will submit a bid form based upon their seniority. Once this process has been completed Union Officials who are designated by CCPOA to fill Chapter President/Chief Job Steward posts based upon “super seniority” will be assigned to those designated posts upon their request. Should a union official assume the designated post utilizing “super seniority”, they would remain in said job until he/she is un-elected or the Chapter President designates a different Chief Job Steward. At this time, the employee would return to the position originally bid by their seniority. During the time that the employee is in a post based upon “super seniority”, their seniority bid post will be offered as conditional bid, subject to the length of the bid period.

D. Disputes

All disputes concerning the post assignment selection process that are unable to be resolved at the local level shall be directed to the Joint Labor/Management Committee for final resolution, as the final level of review. The Joint Labor/Management Committee shall be comprised with equal representation of three (3) persons appointed by the CDCR Secretary and CCPOA, respectively. Disputes will be resolved by majority vote.

**24.05 YCC Voluntary Demotion**

YCCs shall be able to apply for vacant YCO positions within their institution/facility consistent with the seniority provisions contained in this MOU. Demotion to YCO shall be effective on the date the YCC is awarded the YCO post.

**24.06 DJJ Incident Debriefing**

Designated management or supervisory staff will interview affected staff immediately following the settling of any major incident or disturbance within one and one-half (1½) hours of the incident, and no later than the end of the shift. The purpose of this interview will be to assess whether the affected staff has undergone any negative impact. If, in the supervisor’s opinion, the affected staff has undergone a negative impact, it will be the responsibility of the designated manager or supervisor to refer that employee to the appropriate agency, or provider of the necessary services.

**24.07 PIE Usage Behind YCCs**

When a PIE is assigned YCC casework relief, supervisory staff should not be permitted to use the PIE to be relieved from their (the supervisor’s) duties.

**24.08 Post Assignment by Seniority for YCOs**

A. There shall be seventy percent (70%) of the YCO post assignments in DJJ allotted according to seniority. Once a YCO successfully bids for a seniority assignment, he/she shall not be eligible to bid again for a twelve (12) month period of time.

B. In order to remain in the post assignment of choice, the senior employee must maintain a satisfactory level of performance.

If there is no interest in the vacant "seniority" post assignment, management shall fill the assignment by existing rules, policies, and practices. For those post assignments retained by management, existing rules, policies, and practices, with regard to filling vacancies, shall remain in effect.

Management shall have the discretion to review and re-designate the selected post assignments. Nothing in this section shall diminish management's right to carry out departmental goals and objectives nor interfere with management's rights to meet operational needs in making post assignments. The afore-stated will not be done in an arbitrary or capricious manner.

DJJ agrees to notice and meet and confer prior to altering existing "day off" patterns.

C. If the local CCPOA Chief Job Steward is a YCO, the Department will hold one (1) seniority second watch assignment with Saturdays and Sundays off vacant for that Chief Job Steward or the Chief Job Steward may use "super seniority" to bid upon any available post. In the event the Chief Job Steward uses "super seniority" to bid upon an available post, the second watch assignment with Saturdays and Sundays off held vacant will revert to conditional bid.

D. In the event the employer has a legitimate reason to change a seniority bid, the following will occur:

1. The local Chief Job Steward and the impacted employee must be notified in writing prior to the change as to the specific reasons for the change.

2. The impacted employee may either: (a) remain in the position, (b) bid to a vacant seniority bid position, or (c) request placement and be placed in a management position with the same RDOs and substantially similar start and stop times as the employee's original bid position. In this latter case, the employee may not remain in the management position longer than twelve (12) months without prior management approval.

E. Continuous Bid Process

1. Statement of Purpose

The Continuous Bid Process is to allow employees to continue to fill vacant post assignments, by seniority, once the initial process has been implemented.

2. Implementation

a. Vacant posts will be posted on the first day of each month. Any eligible YCO will be allowed to participate.

b. All assignment results for those who were successful in achieving an available post assignment will be posted as they are awarded.

c. This continuous bid window will be a minimum of ten (10) calendar days, with no bids being accepted after the close of business on the second Friday after the initial posting.

F. Conditional Bids

The Conditional Bid Process will be the process in which posts are filled on a temporary basis. Once it is determined that a post could be temporarily vacant for more than thirty (30) calendar days, the post will be posted for a “conditional bid”. The conditional bid would only be in effect until the original bidder returns to assume the assignment post. An employee displaced from a conditional bid post may participate in the continuous bid process, or will be assigned at management’s discretion without regard to watch, RDO’s or start/stop times.

All vacancies with the exception of Military Leave or Union Officers:

The conditional bid would only be in effect until the original bidder returns to assume the post. The Appointing Authority can extend this time on a case by case basis. If the Appointing Authority extends this time limitation, the employee in the job could remain in said post. Once the post becomes a permanent vacancy, the post will immediately be subject to the continuous bid process.

1. Military Leave:

In the event an employee is ordered to active military duty, these employees would be subject to length of the bid period before the conditional status expires. The employee in the job could remain in the said post. The Appointing Authority can extend this time on a case by case basis.

2. Union Officers:

All employees subject to being placed in to a post utilizing “super seniority” will submit a bid form based upon their seniority. Once this process has been completed Union Officials who are designated by CCPOA to fill Chapter President/Chief Job Steward posts based upon “super seniority” will be assigned to those designated posts upon their request. Should a union official assume the designated post utilizing “super seniority”, they would remain in said job until he/she is un-elected or the Chapter President designates a different Chief Job Steward. At this time, the employee would return to the position originally bid by their seniority. During the time that the employee is in a post based upon “super seniority”, their seniority bid post will be offered as a conditional bid subject to the length of the bid period.

G. Rebid and Challenging Seniority Dates

1. When its determined that realignment is necessary, as described in subsection 24.04A.1.g, a rebid will occur. The rebid will include the following:

   a. On each watch, seventy percent (70 %) of all post assignments will be filled on a seniority basis. Facility DJJ management, in conjunction with the Local CCPOA Chapter President or his/her designee, will calculate this number.

   b. Seniority Scores shall be posted for at least ten (10) days at a location to be determined and communicated by the Superintendent.

   c. Failure of an employee to complete a post assignment bid will result in the employee being assigned at Facility DJJ management's discretion without regard to watch, RDOs or start/stop times. This assignment, however, shall not count towards management's 30%.

2. Employees alleging seniority scores computed in error shall submit his/her complaint to the Superintendent or his/her designee for resolution within fifteen (15) calendar days of the posting of seniority scores. The Superintendent's or his/her designee's decision shall be final.

3. Errors in the posting of the seniority scores will result in the adjustment of the employee's seniority score at his/her facility. If the timing is such that selections and assignments have been made, the employee shall have a right to his/her preferred post placement.

4. Placement of an employee in a post assignment due to the discovery and correction of a seniority score shall not be grievable by the employee being placed. However, the employee will go back on the waiting list for the next available post assignment matching his/her preference request.

## ARTICLE XXV
## CAMPS

### 25.01 DAI/DJJ Camp Files

A. The State will provide a copy of an employee's personnel file via the US Postal Service mail process upon his/her request.

B. The State will ensure that the supervisory file will be maintained at the camp to which the employee is currently assigned. These files will be maintained in a central location under lock and key and accessible to the employee at his/her request.

### 25.02 CDCR Continuous Hours of Work/Dead Time/Emergencies

A. Section 11.03 shall not apply to camp officers during emergencies. Once an officer has returned to the camp from an extended emergency (three [3] days and over), the officer shall be afforded one (1) hour to complete all paperwork and clean and repack equipment in order to be ready for the next fire. If, at that point, the officer has put in sixteen (16) or more continuous hours of work, the Department representative shall ask the officer if he/she is able to complete the officer's shift. If not, the officer shall be allowed to go home and have at least an eight (8) hour break. If the officer feels that the officer can complete that shift, the officer shall be allowed to do so and then be allowed the eight (8) hour break.

B. In the event that an employee has been involuntarily ordered over and works more than sixteen (16) hours in camp, the employee will be given an eight (8) hour break. If the eight (8) hour break extends into the employee's next regularly scheduled shift, the employee shall receive paid administrative time off for the hours of the break that extended into the shift.

## ARTICLE XXVI
## PERMANENT INTERMITTENT APPOINTMENTS

### 26.01 Permanent Intermittent Appointments

A. A Permanent Intermittent appointment is an appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A Permanent Intermittent Employee (PIE) may work up to two thousand (2,000) hours in any calendar year.

The number of hours and schedule of work shall be determined based upon the operational needs of each department. The State will make every effort to offer each PIE, not otherwise employed by the State, an average of one hundred (100) hours of work per pay period provided that work is available and the employee is ready, willing, and able to work as needed. The employer is not obligated to offer any hours to a PIE who holds or secures a full-time appointment with any State agency.

B. Each department may establish an exclusive pool of PIEs based upon operational need.

Each department will endeavor to provide PIEs reasonable advance notice of their work schedule.

C. Availability to Work

1. Except in camp settings, PIEs must be available to work all available shifts.

2. PIEs may be assigned regular days off, to a specific watch or area, except by local agreement or when an institutional need arises.

3. In CDCR, work assignments will be offered to PIEs based on an alphabetical rotational basis.

4. In CDCR, PIEs may be assigned to a post in two (2) week increments. PIEs assigned to these posts will be rotated using the continuous alphabetical listing every two (2) weeks.

5. In CDCR, once a PIE accepts work or refuses to work, or contact with the employee was unsuccessful, the employee will not be offered another assignment until his/her name reappears on the alphabetical rotation list.

6. Any refusal to work other than for reasons of verified illness (self or family), jury duty, or military obligations constitutes a waiver.

7. Definitions:

   a. Contact: Verbal contact with the PIE or other adult living at the PIE's address, a page, or message left on voice mail or an answering machine.

   b. Waiver: Verbal refusal by the employee to work when offered a work assignment. Failure to respond to an electronic page, voice mail message, or answering machine message does not constitute a waiver.

8. Only three (3) waivers in a twelve (12) month period are permitted. The fourth waiver to accept a work assignment within a twelve (12) month period may result in non-punitive termination proceedings.

D. Nonavailability

1. Upon request, the Appointing Authority may grant a PIE a period of nonavailability not to exceed twelve (12) months during which the employee shall not be charged with a waiver. Nonavailability may be granted based on the employee's enrollment in an educational program or hardship based on a documented family health care problem.

2. Approved nonavailability status may impact the hours of work available to the employee.

3. The period of nonavailability may be revoked based on operational needs.

4. An employee on nonavailability status who files for unemployment insurance benefits shall be immediately removed from such status.

E. The Appointing Authority or designee may grant a PIE limited availability.

F. A PIE earns one (1) "qualifying pay period" for every one hundred sixty (160) hours of paid employment in a monthly pay period or accumulated pay periods. The hours of paid employment in excess of one hundred sixty (160) hours in a monthly pay period shall not be counted or accumulated. When an employee has a break in service or changes to full-time, any combination of time worked which does not equal one (1) qualifying pay period of full-time service shall not be counted or accumulated.

G. Retirement

A PIE qualifies for retirement membership after working one thousand (1,000) hours in a fiscal year (July I through June 30). All hours paid in a pay period are credited toward retirement membership eligibility.

After accruing one thousand (1,000) hours in a fiscal year, a portion of each employee's monthly pay is deducted and put into the retirement fund. In addition, the State contributes an amount on an employee's behalf each month according to a formula.

H. Each department will establish a date by which its PIEs shall receive their regular pay.

I. All remaining conditions of employment that relate to the employee shall be administered in accordance with applicable rules and regulations, unless modified by this MOU.

J. Change in Time Base to Full-Time

1. To be considered for a change in time base, the PIE must:

   a. Be eligible for a change in time base pursuant to SPB Rule 277, or be reachable on the CO eligibility list; and

   b. Have a satisfactory performance evaluation for the prior six (6) month period or term of service, whichever is shortest. Satisfactory performance is an overall average of standard or above on the employee's most recent performance evaluation.

2. Once eligibility is determined, appointments to full-time positions will be made in accordance with Bargaining Unit 6 Institutional Seniority.

   Tie breakers shall be made in the following order:

   a. Total Bargaining Unit 6 Seniority;

   b. Score on CO Eligibility List;

   c. Last four digits of the Social Security Number (ascending order).

K. The number of PIEs in the classification of CO at each institution in CDCR as a general rule, will not exceed twelve percent (12%) of the institutions' budgetarily-authorized CO position count. The cap may be exceeded, upon discussion with the local CCPOA Chapter President due to the following:

1. Change in status is requested by employee in writing and approved by the Appointing Authority to go from Permanent Full-Time to Permanent Intermittent.

2. When a PIE has requested in writing and has been approved by the Appointing Authority to work less than the full number of hours available to all PIEs at the institution. This exception applies when the employee works less than one hundred (100) hours.

3. Where the institution is authorized to conduct an activity or program and has been funded for said activity or program in lieu of PYs. In most

instances this would be a temporary situation pending submittal and approval of a Budget Change Proposal.

4. Assignment of PIEs from the Academy when:

   (a) the PIE was not requested by the Appointing Authority, or

   (b) the PIE was requested but the need for the PIE no longer exists.

5. Where a deactivation has occurred resulting in an overage of Permanent Full-Time Employees.

6. A PIE who has declined an offer of full-time employment may not be included as an exception as it applies to K. 1., and K. 4., above.

No PIE shall be subject to an involuntary transfer or layoff as a result of implementation of this section.

Where the cap has been exceeded and the reason for it no longer exists, the institution will meet with the local CCPOA Chapter President to discuss a plan to return to the authorized level.

Disputes concerning this section shall first be brought to the attention of the Warden or designee within ten (10) calendar days of having knowledge of the alleged violation. After a face-to-face meeting with the Warden, the Warden will respond to the local Chapter President within ten (10) calendar days.

If not satisfied with the Warden's response, the matter may be appealed to the Associate Director within five (5) calendar days of receipt of the response. The Associate Director shall review all appeals at a monthly meeting, if requested by the Union. Otherwise, the Associate Director shall respond to the Union within ten (10) calendar days of receipt of the appeal.

If not satisfied with the response of the Associate Director, the Union may appeal to the Director as the final level of appeal via the Chief Deputy Director within ten (10) calendar days of receipt of the response. The Director has the right to determine the remedy should there be a determination that a violation has occurred.

The established timelines may be extended by mutual agreement of the parties.

Any modification of the statewide cap in this section is subject to the notification process in accordance with Section 27.01, Entire Agreement.

**26.02 Minimum Work Time for Intermittent Employees**

A. When an intermittent employee is offered an assignment of less than four (4) hours, the employee may decline the assignment without the refusal being counted as a waiver under Section 26.01. Employees declining an assignment shall maintain their position on the hire list.

B. Anytime an intermittent is ordered to work, the employee shall be credited with a minimum of four (4) hours of work. For the purposes of this section, "ordered to work" is defined as any offer of work that, if declined, would constitute a waiver under Section 26.01 of the MOU.

## ARTICLE XXVII
## APPLICATION AND DURATION

### 27.01 Entire Agreement

A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein and any other prior or existing understandings or agreements between the parties, whether formal or informal regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its rights to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.

With respect to other matters within the scope of negotiations, the interaction between this section and Section 4.01 (Management Rights) imposes Ralph C. Dills Act obligations upon the parties. The state of the law precedent under that Act, and the negotiating history of Section 27.01, even though worded differently, shall be state of the law and negotiating history as of July 2, 2006.

The history shall include arbitration decisions concerning the interaction between Section 4.01 and this section (e.g., the meaning of this section), bargaining history and the like. In short, the parties agree to "bridge" the gap in time between the expiration of the last contract (July 2, 2006) and the effective date of this Agreement with regard to the obligations created by the interaction between this section and Section 4.01.

B. The parties agree that the provisions of this subsection shall apply only to matters, which are not covered in this Agreement.

The parties recognize that during the term of this Agreement, it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CCPOA's Chief of Labor of the proposed change at least thirty (30) days prior to its proposed implementation, except where a shorter notice period is provided for in this Agreement. The parties can mutually agree to extend the implementation.

CCPOA shall request to negotiate with the State within ten (10) business days regarding the impact of such changes. Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement, subject to reopening and modification as discussed in the subsection C.

If CCPOA has a significant concern regarding a change that is not due to an emergency or a court order requiring implementation within thirty (30) days of the notice, CCPOA can meet with the Secretary to request an extension of the implementation date to accommodate more time to meet and confer.

C. Historic and Future Local and Statewide Agreement

Upon the effective date of this Agreement, historic Local and Statewide Agreements, or portions thereof, that were not inconsistent with the status quo as it existed on the day prior to the effective date of this Agreement shall be revived, but subject to reopening consistent with the following process:

**Local Agreements Older Than Two (2) Years**: For any existing or future Local Agreement that is more than two (2) years old, upon approval by both CDCR Headquarters and CalHR Labor Relations, CDCR/DSH may notice a change or changes that would be inconsistent with Local Agreement(s) or portions thereof. Within ten (10) business days of receipt of the notice, and after first discussing any concerns regarding the notice with the local Hiring Authority, CCPOA may request a meeting with the Division Director of the person approving the notice from CDCR Headquarters. The scheduling and holding of this meeting shall not delay the noticed implementation, but is designed to provide an opportunity for the parties to discuss further CCPOA's concerns regarding the subject matter of the notice. Taking into consideration information provided by both CCPOA and the local Hiring Authority, the Division Director shall determine how and whether the implementation shall proceed.

**Local Agreement Two (2) Years Old or Younger**: For any Local Agreement that is two (2) years old or younger, upon approval by both CDCR headquarters and CalHR Labor Relations, CDCR/DSH may notice a change or changes that would be inconsistent with said Local Agreement(s) or portions thereof. Within ten (10) business days of receipt of the notice, and after first discussing any concerns regarding the notice with the local Hiring Authority, CCPOA may request a meeting with a position one (1) step below the Secretary, which is currently the position of Under Secretary. The scheduling and holding of this meeting shall not delay the noticed implementation, but is designed to provide an opportunity for the parties to discuss further CCPOA's concerns regarding the subject matter of the notice.

The Under Secretary shall hold a meeting with both CCPOA and the local Hiring Authority (who shall appear in person or telephonically as directed by the Under Secretary) to discuss CCPOA's concerns regarding the subject matter of the notice and CDCR/DSH's position regarding the change(s). All parties agree that this meeting will be conducted with professionalism and civility.

Taking into consideration the information provided by both CCPOA and the local Hiring Authority, the Under Secretary shall determine how and whether the implementation shall proceed.

**Statewide Agreements**: For any Statewide issue, upon approval by both CDCR Headquarters and CalHR Labor Relations, CDCR/DSH may notice a Statewide change or changes that could be inconsistent with Local and/or Statewide Agreement(s). Within ten (10) business days of receipt of this notice, CCPOA may request a meeting with the Secretary and the Secretary shall meet CCPOA. The scheduling and holding of this meeting shall not delay implementation, but is designed to provide an opportunity for the parties to discuss further CCPOA's concerns regarding the subject matter of the Statewide notice.

Taking into consideration the information provided by both CCPOA and CDCR/DSH, the Secretary shall determine how and whether the Statewide implementation shall proceed.

The Dills Act obligations described in subsection (A) above shall apply if an agreement is reopened.

One year after the effective date of this Agreement, either CCPOA or the State may reopen this subsection (C).

D. Once the State has noticed CCPOA pursuant to the Entire Agreement clause of this MOU and CCPOA timely has requested to negotiate within ten (10) business days of the postmark date of the CDCR/DSH's notice of implementation, the State and CCPOA agree to mutually engage in good faith bargaining for the period of time remaining before the CDCR/DSH's noticed implementation date. This, in part, means each side will Meet and Confer as often as necessary to potentially reach agreement. Both sides agree to work extended hours if necessary. If after the expiration of the period of time remaining before the CDCR's/DSH's noticed implementation date, the parties have failed to come to an agreement, the CDCR/DSH may implement the proposed change, including any items tentatively agreed upon up to that point in bargaining. However, the parties can mutually agree to extend the implementation date (Dills Act impasse procedures are not required as to any negotiations occurring pursuant to this entire Section 27.01). The parties shall continue meeting and conferring to impasse or agreement even after implementation has occurred (obviously CCPOA can waive this opportunity).

CCPOA reasonably may request information which is relevant to the issue noticed and the CDCR/DSH, in good faith, shall use its best efforts to fulfill such reasonable and relevant information requests. If the State believes CCPOA's information request to be unreasonable, or if CCPOA believes the State's response to an information request to be unreasonable, the "grieved party" may request to meet with the CDCR Secretary and/or his/her designee, who shall determine the issue.

If either party believes the other party to be engaged in bad faith bargaining, either party may take the issue to the CDCR Secretary. Nothing in this Agreement will prevent either party from filing a grievance.

E. The CDCR/DSH and CCPOA agree that the Meet and Confer process has at times been viewed as cumbersome and inefficient. In an effort to modify this perception, the CDCR/DSH and CCPOA agree to the following:

1. During the term of the MOU, in the event the CDCR/DSH finds it necessary to make changes in areas within the scope of negotiations, and also believes that it has a business necessity to expedite the standard procedure for noticing CCPOA of such changes, or believes that the proposed change will have a diminimus impact on employees in Unit 6, then the CDCR/DSH may notify CCPOA and request a waiver of thirty-day notice requirement and/or the necessity to Meet and Confer over the proposed change.

CCPOA is cognizant of the need of the CDCR/DSH to move quickly to implementation in some circumstances. Further, CCPOA is cognizant of the need to avoid unnecessary or excessive meetings on diminimus matters. This procedure, could result in waiver of the right to Meet and Confer, deferral to local negotiations, or implementation with post-implementation Meet and Confer over impact. The potential flexibility in these procedures will meet the needs of the CDCR/DSH and CCPOA.

2. In the event that there is no waiver from CCPOA, as described in subsection 1 above, but the State employer still feels that the business necessity exists and that it must move forward with a change in under thirty (30) days, it shall immediately inform CCPOA, as otherwise described in this section, of its intent to move forward. It shall also offer to commence negotiations immediately and if CCPOA requests to Meet and Confer, the parties shall do so, with all dispatch, as described in subsection D above. If the parties do not complete the Meet and Confer process before implementation, the State shall continue the Meet and Confer process until agreement or impasse, should the union so choose.

3. In circumstances where CDCR/DSH believes in good faith that it is impracticable or impossible to notice prior implementation, CDCR/DSH will notice as soon as possible and will offer to meet and confer on an expedited basis.

4. Under any scenario in this subsection E, the CDCR/DSH Chief of Labor Relations or the CDCR/DSH Assistant Chief of Labor Relations will contact the CCPOA representative, as described below, and provide the following information regarding the proposed change: The nature of the proposed change, location of the proposed change, the proposed implementation date for such change, and an explanation why the proposed change is appropriate for shortened notice or waiver of Meet and Confer under this Agreement.

   CCPOA agrees to provide to CDCR/DSH a prioritized list of CCPOA employees to whom telephonic notice may be conveyed under this procedure. The CDCR/DSH agrees to provide notice to the highest listed individual who is available to take the call. This telephonic contact must then be confirmed in writing by both the CDCR/DSH and CCPOA.

F. Should CDCR/DSH need to implement with less than thirty (30) days' notice at the direction of a Receiver and/or in order to comply with the Court's directive, CDCR/DSH will arrange for CCPOA to be provided a statement from the Receiver/Court to that effect. In such circumstances, CDCR/DSH may implement, but then must negotiate, if requested by CCPOA within ten (10) business days of receipt of the notice, as soon as possible and on an expedited basis.

G. Every time a court, a judge, or special master proposes (or has a motion before him/her) to enter an order that may impact terms and conditions of employment, the State employer shall notify CCPOA's Chief of Labor in writing as soon as possible of the proposed order and the hearing date relative thereto. This includes the State notifying CCPOA as soon as possible of it submitting to a court

or court-appointed Receiver any proposed plan, program, directive, or order that would if implemented, have an impact within the scope of negotiations.

H. An expedited arbitration procedure shall be available in the following limited circumstances. In situations in which irreparable injury will result from a noticed implementation and for which there is no adequate remedy at law (e.g., backpay), CCPOA may request an expedited arbitration of the matter. The parties will exercise best efforts to secure an arbitrator, have the arbitration (including arbitrating during non-business hours, e.g., on weekends and holidays) and receive the decision (written or bench depending upon the circumstances) prior to the noticed implementation. The parties may develop a list of arbitrators who commit to be available for these short-notice, expedited proceedings.

I. If the parties are in disagreement as to whether a proposed change is subject to this section, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding.

J. Unless otherwise provided herein, or unless changed by mutual agreement, there shall be no diminution of existing wage rates and/or substantial monetary employee benefits during the term of this Agreement. Provided, however, the parties agree to Meet and Confer over alternatives to layoff and/or other unforeseen economic crises.

**27.02 Application of Agreement**

Consistent with the Preamble to this Agreement, it is mutually agreed by both parties that all agreements reached in this MOU shall not be arbitrarily, capriciously, discriminatorily or unreasonably applied or denied.

**27.03 Term**

Unless a specific provision provides for a different effective or termination date, the terms of this MOU shall go into effect the pay period following ratification by the union and the legislature, and shall remain in full force and effect through and including July 2, 2015.

**27.04 Activations/Deactivations**

The parties agree that the institutions and facilities are dynamic environments in which populations and needs can change daily. As such, the activations and deactivations of overcrowding packages (e.g, Gym's/facilities overcrowding/MSF) shall not be subject to the meet and confer process detailed in Section 27.01 of the Agreement. Instead, these changes will be governed by the following process:

1. Within ten (10) working days of receiving the Institution Activation Schedule ("IAS") notice, CCPOA can request to meet locally with the Hiring Authority to discuss the IAS Notice.

2. The parties will meet locally within ten (10) days of CCPOA's request to meet and discuss the IAS Notice. Prior to meeting locally, the State shall provide the local CCPOA representatives the staffing package and all related policies and procedures associated with the activation/deactivation.

3. To the extent that implementation has not already occurred, implementation of the IAS notice will not be delayed by virtue of these discussions.

4. Should CCPOA continue to have concerns regarding the IAS notice, it may elevate those concerns to a State level joint committee comprised of no more than five (5) individuals each from CCPOA and CDCR/DSH. This joint committee shall meet as needed. If the committee is unable to resolve the issue(s), the IAS notice will convert to a Meet and Confer notice and proceed pursuant to the process detailed in section 27.01 of the MOU.

**27.05 No Mandated Reduction of Work Hours**

For the term of this MOU, July 3, 2013 through July 2, 2015, the State shall not implement a Furlough Program or mandate a Personal Leave Program.

## SIDELETTERS

### SIDELETTER #1 REGARDING SECTION 27.01 - RETIREMENT BENEFITS

During the term of this Agreement, if legislation is enacted providing any state employees either an increase of the income cap on retirement benefits above eighty-five percent (85%) or a Deferred Retirement Option Plan (DROP), the State agrees to include Bargaining Unit 6 employees in the legislation.

### SIDELETTER #2 REGARDING CONTINUOUS APPROPRIATION

The State and CCPOA agree to present to the Legislature a provision to appropriate funds to cover the economic term of this agreement through July 2, 2015. This will maintain employee salaries and benefits in case of an untimely budget.

### SIDELETTER #3 MTA JUMPSUITS

Within ninety (90) days of ratification, the parties agree to meet and discuss the feasibility of approving a jumpsuit (including the 2 piece jumpsuit) for MTAs.

### SIDELETTER #4 REGARDING PATTERN AND PRACTICE GRIEVANCE

Pattern and practice grievances are cognizable under the MOU but must adhere to guidelines set forth in the decision of John Kagel, dated February 16, 2007.

### SIDELETTER #5 REGARDING COURT DIRECTIVE

As to any provision of this MOU wherein a court or officer thereof (e.g., Special Master or Receiver) issues an order or directive arguably inconsistent with such provision(s), the State Employer is free to obey such directive. However, in that event, CCPOA may challenge such directive in any judicial forum of its choosing (at its own expense). The State Employer shall stay neutral regarding, or may support the union in, that challenge.

### SIDELETTER #6 REGARDING FIELD TRAINING OFFICER

The parties agree to Meet and come to agreement regarding the development and implementation of the Field Training Officer (FTO) program for Adult Institutions. To fill

vacancies more quickly, the academy schedule shall be reduced from 16 weeks to 12 weeks within six (6) months of ratification of the MOU. After completing twelve (12) weeks of the academy site, new CO's will have one (1) week of orientation and three (3) weeks of field training at the local institution with Field Training Officer.

An employee shall receive a 5% differential for the time spent working as a FTO during the post-Academy period.

If the parties are unable to reach agreement within sixty (60) days of ratification of the MOU, then the outstanding issues will be elevated to the leadership of CCPOA, CDCR, and CalHR to resolve and finalize the agreement.

**SIDELETTER #7 REGARDING NO PREJUDICIAL EFFECT**

The parties agree that nothing in this MOU shall have prejudicial effect to either side's arguments in (1) *Stoetzl v. State of California* or (2) the Survivors' Benefits arbitration.

**SIDELETTER #8 WORKERS' COMPENSATION CARVE OUT**

The parties are interested in both reducing the costs associated with Workers' Compensation cases/determinations, as well as in getting injured workers back to work as soon as appropriate. The parties, therefore, agree to explore negotiating a Workers' Compensation Carve Out and may during the term of the contract implement a pilot.

**SIDELETTER #9 REGARDING STIPULATED AGREEMENT**

The parties incorporate by reference as bargaining history, mutual interpretations, or "gloss" the "Stipulation to Confirm Application of Memorandum of Understanding," U.S. District Court for the Northern District of California, Case No C90-3094-T.E.H. This history and the like involve the following sections of the MOU (including related side letters, addenda, or appendices) as they existed on March 10, 2006: Section 2.10, Section 9.05, Section 9.09, the 2004 MOU Addendum Section Re – CDCR/DJJ Video Access, and Appendix 7.

**SIDELETTER #10 REGARDING RETIRED ANNUITANTS**

Retired annuitants are members of bargaining unit for purposes of recognition, dues deductions, agency fee and representation. All other terms and conditions of employment shall remain as existed on the date of ratification of this agreement.

## APPENDIX

### APPENDIX ITEM #1 ADDENDUM TO 6.07 B

**SUPERVISOR'S INFORMAL GRIEVANCE WORKSHEET**

| | |
|---|---|
| Grievance Log No.: | |
| Date Received: | |
| Date Discussed With Employee: | |
| Date Copy Given to Employee: | |

**THE FOLLOWING TO BE COMPLETED BY THE EMPLOYEE:**

| | |
|---|---|
| Employee's Name: | |
| Institution/Facility: | |

Grievance Issue (Summarize):

Grievance Remedy Requested:

**THE FOLLOWING TO BE COMPLETED BY THE SUPERVISOR:**
(Check one and describe)

☐ A. I have been able to resolve this matter by taking the following action:

☐ B. I have been able to partially resolve this matter by taking the following action:

☐ C. I have been unable to resolve this matter due to the following reasons:

| | |
|---|---|
| Supervisor's Name: | Date: |

**PROCESSING INSTRUCTIONS:**
If the grievance is resolved, no written documentation is necessary. If the grievance is not resolved, the supervisor must complete this worksheet and give a copy to the employee within seven (7) calendar days.

Please attach supporting documentation if necessary.

### APPENDIX ITEM #2 ADDENDUM TO SECTION 6.08 C.
### MASTER LIST OF INSTITUTIONS FOR NUMBERING OF GRIEVANCES

Upon the filing of the written grievance, the institution shall assign the grievance a number in the following fashion: The year (e.g., 92 for the year 1992) – a letter symbolizing the appropriate CCPOA office (e.g., Avenal would assign a “C” for CCPOA’s Central Office in Fresno) – the institution or parole region by number (see the attached number assignments) – and the number of the grievance at that institution in order of

filing (e.g., the first grievance filed at that institution would be assigned #1, the second grievance filed at that institution would be assigned #2). For example, the first written grievance filed at Avenal State Prison in 1992 would be assigned the following number: 92-C-1-1. This same number shall follow the grievance throughout the grievance and arbitration process.

DAI:

#1 Avenal
#2 CCC
#3 CCI
#4 CCWF (Madera)
#5 VSP
#6 CIM (Chino)
#7 CIW
#8 CMC
#9 CMF
#10 CRC
#11 CTF ( Soledad)
#12 CVSP
#13 CENTINELA
#14 CALIPATRIA
#15 PVSP
#16 CORCORAN
#17 DVI
#18 NKSP
#19 FOLSOM
#20 CHCF
#21 LANCASTER
#22 MTA
#23 MULE CREEK
#25 PATTON
#26 PELCIAN BAY
#27 ROCK MOUNTAIN
#28 SCC
#29 SAN QUENTIN
#30 SOLANO
#31 WASCO
#32 IRONWOOD
#33 RICHARD A. MCGEE CORRECTIONAL TRAINING CENTER
#34 HDSP
#35 SACRAMENTO
#36 SALINAS VALLEY
#37 SATF (CORCORAN II)
#38 DELANO II
#39 CCF

PAROLES/CDC:

#40 REGION I
#41 REGION II

#42 REGION III
#43 REGION IV
#44 PA ACADEMY

DJJ:
#50 NACYCF* (CHAD)
#55 OHCYCF* (O.H. CLOSE)
#59 VYCF (VENTURA)
#61 YATC
* REPRESENTS NCYCC (NCYC) COMPLEX

CAMPS:
#73 CDC CAMPS
#74 DJJ CAMPS

MISCELLANEOUS:
#75 YOPB
#76 BOARD OF PRISON TERMS
#77 DSH
#78 CCPOA (STATEWIDE)

HUB:
#79 NORTHERN REGION
#80 CENTRAL REGION
#81 SOUTHERN REGION
#82 DJJ CENTRAL OFFICE
#83 CDC CENTRAL OFFICE
#84 HQ

N CCPOA NORTHERN OFFICE
C CCPOA CENTRAL OFFICE
S CCPOA SOUTHERN OFFICE

**APPENDIX ITEM #3 ADDENDUM TO SECTION 13.01**

**Government Code Section 22874**
(a) Notwithstanding Sections 22870, 22871, and 22873, a state employee, defined by subdivision (c) of Section 3513, who becomes a state member of the system after January 1, 1989, may not receive any portion of the employer contribution payable for annuitants unless the person is credited with 10 years of state service at the time of retirement.

(b) The percentage of the employer contribution payable for postretirement health benefits for an employee subject to this section shall be based on the completed years of credited state service at retirement as shown in the following table:

| Credited Years of Service | Percentage of Employer Contribution |
|---|---|

| | |
|---|---|
| 10 | 50 |
| 11 | 55 |
| 12 | 60 |
| 13 | 65 |
| 14 | 70 |
| 15 | 75 |
| 16 | 80 |
| 17 | 85 |
| 18 | 90 |
| 19 | 95 |
| 20 or more | 100 |

(c) This section shall apply only to state employees that retire for service. For purposes of this section, "state service" means service rendered as an employee of the state or an appointed or elected officer of the state for compensation. Notwithstanding Section 22826, for purposes of this section, credited state service includes service to the state for which the employee, pursuant to Section 20281.5, did not receive credit.

(d) This section does not apply to employees of the California State University, the judicial branch, or the Legislature.

## APPENDIX ITEM #4 ADDENDUM TO SECTION 11.11

**DJJ 2014 7K (164 HR) & 7K (41 HR) Overtime Calendar**

| Month | OT Work Period or OT Work Weeks | OT Pay Day (Approximate dates – Until BIS is fully implemented, delays may occur ) |
|---|---|---|
| **January** | 1/5 - 2/1<br>(164 HR 7K) | March 15* |
| **February** | 2/2 – 2/8**<br>2/9 – 2/15<br>2/16 – 2/22 | March 15* |
| **March** | 2/23 – 3/1<br>3/2 – 3/8<br>3/9 – 3/15<br>3/16 – 3/22<br>3/23 – 3/29 | April 15 |
| **April** | 3/30 – 4/5<br>4/6 – 4/12<br>4/13 – 4/19<br>4/20 – 4/26 | May 15 |
| **May** | 4/27 – 5/3<br>5/4 – 5/10<br>5/11 – 5/17<br>5/18 – 5/24<br>5/25 – 5/31 | June 15 |
| **June** | 6/1 – 6/7<br>6/8 – 6/14<br>6/15 – 6/21<br>6/22 – 6/28 | July 15 |
| **July** | 6/29 – 7/5<br>7/6 – 7/12<br>7/13 – 7/19<br>7/20 – 7/26 | August 15 |
| **August** | 7/27 – 8/2<br>8/3 – 8/9<br>8/10 – 8/16<br>8/17 – 8/23<br>8/24 – 8/30 | September 15 |
| **September** | 8/31 – 9/6<br>9/7 – 9/13<br>9 /14 – 9/20<br>9/21 – 9/27 | October 15 |
| **October** | 9/28 – 10/4<br>10/5 – 10/11<br>10/12 – 10/18<br>10/19 – 10/25 | November 15 |
| **November** | 10/26 – 11/1<br>11/2 – 11/8<br>11/9 – 11/15<br>11/16 – 11/22<br>11/23 – 11/29 | December 15 |
| **December** | 11/30 – 12/6<br>12/7 – 12/13 | January 15 |

* Overtime for January 5 - February 1 (old 7K) and February 2-22 (new 7K) will be paid on or about March 15. This is a single occurrence to facilitate the transition from 164 HR 7K to 41 HR 7K. There will be no more "double months" for the life of the MOU.

** New 7k 41 hour OT work weeks begin February 2 forward.

| |
|---|
| 12/14 – 12/20<br>12/21 – 12/27 |

**DAI 2014 7K (164 HR) & 7K (41 HR) Overtime Calendar**

| Month | OT Work Period or OT Work Weeks | OT Pay Day (Approximate dates – Until BIS is fully implemented, delays may occur) |
|---|---|---|
| **January** | 1/6 - 2/2<br>(164 HR 7K) | March 15* |
| **February** | 2/3 – 2/9**<br>2/10 – 2/16<br>2/17 – 2/23 | March 15* |
| **March** | 2/24 – 3/2<br>3/3 – 3/9<br>3/10 – 3/16<br>3/17 – 3/23<br>3/24 – 3/30 | April 15 |
| **April** | 3/31 – 4/6<br>4/7 – 4/13<br>4/14 – 4/20<br>4/21 – 4/27 | May 15 |
| **May** | 4/28 – 5/4<br>5/5 – 5/11<br>5/12 – 5/18<br>5/19 – 5/25 | June 15 |
| **June** | 5/26 – 6/1<br>6/2 – 6/8<br>6/9 – 6/15<br>6/16 – 6/22<br>6/23 – 6/29 | July 15 |
| **July** | 6/30 – 7/6<br>7/7 – 7/13<br>7/14 – 7/20<br>7/21 – 7/27 | August 15 |
| **August** | 7/28 – 8/3<br>8/4 – 8/10<br>8/11 – 8/17<br>8/18 – 8/24<br>8/25 – 8/31 | September 15 |
| **September** | 9/1 – 9/7<br>9/8 – 9/14<br>9 /15 – 9/21<br>9/22 – 9/28 | October 15 |
| **October** | 9/29 – 10/5<br>10/6 – 10/12<br>10/13 – 10/19<br>10/20 – 10/26 | November 15 |
| **November** | 10/27 – 11/2<br>11/3 – 11/9<br>11/10 – 11/16<br>11/17 – 11/23<br>11/24 – 11/30 | December 15 |
| **December** | 12/1 – 12/7<br>12/8 – 12/14 | January 15 |

* Overtime for January 6 - February 2 (old 7K) and February 3-23 (new 7K) will be paid on or about March 15. This is a single occurrence to facilitate the transition from 164 HR 7K to 41 HR 7K. There will be no more "double months" for the life of the MOU.

** New 7k 41 hour overtime work weeks begin February 3 forward.

| |
|---|
| 12/15 – 12/21<br>12/22 – 12/28 |

## APPENDIX ITEM #5 ADDENDUM TO SECTION 9.12

CalHR RULES/TITLE 2, ARTICLE 29,
ARTICLE 29, SUBSTANCE ABUSE

CalHR Rules 599.960-599.966; 49 CFR Part 40

## APPENDIX ITEM #6 ADDENDUM TO SECTION 10.17

Note: The Government Code sections listed in this appendix were current as of the date of publication of this MOU. Check the specific Government Code section to ensure that the legislature has not amended the code.

**GOVERNMENT CODE**

**TITLE 2. Government of the State of California DIVISION 5. Personnel PART 2. State Civil Service CHAPTER 11. Military Service ARTICLE 1. General**
**Cal Gov Code § 19770-19776 & 19780-19786**

## APPENDIX ITEM #7 WITNESS ADMONISHMENT

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS

OFFICE OF INTERNAL AFFAIRS

**WITNESS ADMONISHMENT – ADMINISTRATIVE INVESTIGATION**

| | |
|---|---|
| CDC Case Number: | |
| Interviewer: | Title: |
| Witness: | Title: |
| Authorized by (DA/AG or prosecuting authority): | |
| Start Time | End Time |
| Others Present: | |

The date is _____ and the time is _____. This is an administrative investigation into allegations of (*scope*) being conducted by the Office of Internal Affairs. You are not the subject of this investigation but have been identified exclusively as a witness.

This interview is being held at _____.

This inquiry is being tape recorded to preserve an accurate record of the issues being discussed.

The following individuals are present for this interview *(each individual is to identify him/herself on tape stating full name, job classification and place of employment).*

You are being ordered to cooperate fully in this investigation, and to make full, complete, and truthful statements. As such, you do not have the right to refuse to answer questions regarding your knowledge of information pertaining to the above allegations. **Your failure to answer any questions completely and accurately or any type of evasion, deception or intentional distortion of material facts on your part may constitute insubordination and may lead to disciplinary action up to and including termination.**

**As a result of your participation in this interview neither your statements nor any information or evidence gained as a result can be used against you in any criminal or administrative proceedings, including adverse action.**

Further, the Department ensures that you will not receive any form of adverse action due to your involvement, conduct or failure to act in the events described in the scope of this investigation. You are entitled to a representative during this interview if requested. Your representative must be secured within a reasonable period of time so as not to delay the investigative process. You are entitled to tape record this interview. However, the tape-

recorded copy of your interview will be kept in an envelope jointly sealed by participating parties and kept in the investigative file. The tape will be made available to you in advance of any subsequent interview regarding the same or related subjects, and will be provided to you on request after the investigation has been concluded.

Your representative may participate in the interview, may ask to have questions clarified, may suggest that you give more complete answers, may object to questions outside the announced scope of the investigatory interview, and may object to what they believe is harassment of you. However, your representative cannot impede the progress of the interview, nor can they direct you not to answer any of the questions asked of you.

Until the investigation is completed, you are directed not to discuss the information discussed during this interview with anyone other than your attorney or representative. A violation of this directive may be considered insubordination and could be cause for referral for disciplinary action up to and including dismissal.

Do you understand this admonishment and order? Do you have any questions?

Witness Signature _____ Date _____

Investigator's Signature _____ Date _____

STATE OF CALIFORNIA

DEPARTMENT OF CORRECTIONS

OFFICE OF INTERNAL AFFAIRS

**WITNESS ADMONISHMENT – ADMINISTRATIVE INVESTIGATION**

| | |
|---|---|
| CDC Case Number: | |
| Interviewer: | Title: |
| Witness: | Title: |
| Authorized by (DA/AG or prosecuting authority): | |
| Start Time | End Time |
| Others Present: | |

The date is _____ and the time is _____. This is an administrative investigation into allegations of (*scope*) being conducted by the Office of Internal Affairs. You are not the subject of this investigation but have been identified exclusively as a witness.

This interview is being held at _____.

This inquiry is being tape recorded to preserve an accurate record of the issues being discussed.

The following individuals are present for this interview *(each individual is to identify him/herself on tape stating full name, job classification and place of employment).*

You are being ordered to cooperate fully in this investigation, and to make full, complete, and truthful statements. As such, you do not have the right to refuse to answer questions regarding your knowledge of information pertaining to the above allegations. **Your failure to answer any questions completely and accurately or any type of evasion, deception or intentional distortion of material facts on your part may constitute insubordination and may lead to disciplinary action up to and including termination.**

**As a result of your participation in this interview neither your statements nor any information or evidence gained as a result can be used against you in any criminal or administrative proceedings, including adverse action.**

Further, the Department ensures that you will not receive any form of adverse action due to your involvement, conduct or failure to act in the events described in the scope of this investigation. You are entitled to legal counsel during this interview if requested. Your legal counsel must be secured within a reasonable period of time so as not to delay the investigative process. You are entitled to tape record this interview. However, the tape-recorded copy of your interview will be kept in an envelope jointly sealed by participating parties and kept in the investigative file. The tape will be made available to you in advance of any subsequent interview regarding the same or related subjects, and will be provided to you on request after the investigation has been concluded.

Your representative may participate in the interview, may ask to have questions clarified, may suggest that you give more complete answers, may object to questions outside the announced scope of the investigatory interview, and may object to what they believe is harassment of you. However, your representative cannot impede the progress of the interview, nor can they direct you not to answer any of the questions asked of you.

Until the investigation is completed, you are directed not to discuss the information discussed during this interview with anyone other than your legal counsel. A violation of this directive may be considered insubordination and could be cause for referral for disciplinary action up to and including dismissal.

Do you understand this admonishment and order? Do you have any questions?

| | |
|---|---|
| Witness Signature | Date |
| Investigator's Signature | Date |

**APPENDIX ITEM #8 Addendum to Section 10.20**

# Department of Human Resources
# Memorandum

## TO: Personnel Management Liaisons (PML)

| SUBJECT: | REFERENCE NUMBER: |
|---|---|
| Unused PLP 2012, PLP 2010, and Furlough Hours | 2013-013 |
| DATE ISSUED: | SUPERSEDES |
| 03/26/13 | |

This memorandum should be forwarded to:

Personnel Officers
Personnel Transactions Supervisors

FROM: Department of Human Resources
Labor Relations Division

CONTACT: Personnel Services Branch
(916) 323-3343
Fax: (916) 322-0765
Email: psb@calhr.ca.gov

As a reminder, all departments are required to comply with existing PMLs relating to the Personal Leave Program (PLP) 2010, PLP 2012 and Furlough Program. PLP 2012 must be used in the pay period in which it is earned. Departments should develop a system for using PLP 2012 in the month that it accrues. For example, for PLP 2012 earned in the April 2013 pay period, supervisors should meet with their employees by the end of March 2013 to schedule PLP leave for the April 2013 pay period. When this is not operationally feasible or required by a Memorandum of Understanding (MOU), PLP 2012 shall carry over and should be used before any other leave, except sick leave.

All departments must continue to monitor and ensure that all accrued unused PLP 2012 hours, PLP 2010 hours, and furlough hours are exhausted prior to voluntary separation, termination, layoff, separation from state service (e.g., retirement), or other personnel actions such as rejection of probation or dismissal. Employees should use PLP 2012 hours first, followed by PLP 2010 hours, and then furlough hours. PLP 2012, PLP 2010, and furlough hours should be used before vacation, annual leave, personal holiday, holiday

credit, and compensating time off (CTO). With regard to sick leave, each employee and his or her supervisor must approve the use of PLP 2012, PLP 2010, or furlough hours in lieu of using sick leave.

Whenever feasible, an employee's separation date should be extended out to ensure PLP 2012, PLP 2010, and furlough hours are exhausted prior to separation. In instances where an employee's separation date is scheduled in advance or at the employer's discretion such as layoff or termination, departments must require employees to use all unused PLP 2012, PLP 2010 and furlough hours prior to separation. Employees must be directed to take time off from work to used these hours without exception and shall not be permitted to refuse to use accrued PLP 2012, PLP 2010, or furlough hours.

On rare occasions, when an employee separates from State service and has accumulated PLP 2012 hours, PLP 2010 hours, and/or furlough hours which cannot be used prior to separation, these unused hours must be paid at the time of the employee's separation.

Personnel Office staff with questions regarding unused PLP 2012, PLP 2010, and/or furlough hours may contact the Personnel Services Branch as shown above.

/s/Julie Chapman

Director