2.08 Use of Electronic Devices and 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. CCPOA Chapter Presidents, Chapter Vice Presidents, and at least one (1) CCPOA Chapter Chief Job Steward per watch, per institution, will be allowed to bring a CCPOA-authorized cellular device within the security areas of institutions/facilities for the purposes of CCPOA representation upon written notification and approval of the Appointing Authority. Approval will not be unreasonably denied. A list of these devices will be provided to the local Labor Relations Analyst (LRA). The list will include the device owner's name, the type of the device (laptop, electronic tablet, or cellular device), make, model and serial number, IMEI/EUIMID/MEID/ESN/ICCID number(s) of the device, or any other device identifier needed to ensure the device is operational in the institution, cellular provider and the cellular number.

C. CCPOA Chapter Presidents, Chapter Vice Presidents, and at least one (1) CCPOA Chapter Chief Job Steward per watch per institution and CCPOA staff will be permitted to bring CCPOA-authorized laptop computers and/or electronic tablets in secure areas of institutions/facilities for the purposes of CCPOA representation upon written notification and approval of the Appointing Authority. Approval will not be unreasonably denied. A list of these devices will be provided to the local LRA. The list will include the device owner's name, the type of the device (laptop, electronic tablet, or cellular device), make, model and serial number, IMEI/EUIMID/MEID/ESN/ICCID number(s) of the device, or any other device identifier needed to ensure the device is operational in the institution, cellular provider and the cellular number.

D. In accordance with Sections B and C above, CCPOA staff, Executive Council, and Board of Directors will be permitted to bring a CCPOA-authorized cellular device and/or CCPOA-authorized laptop computer and/or electronic tablets inside secured areas of the institutions/facilities for the purposes of CCPOA representation. CCPOA will provide and maintain a list of CCPOA-authorized cellular devices, laptops, and/or electronic tablets that belong to CCPOA staff, Executive Council, and Board of Directors which will be provided to the Appointing Authority. The list will include the employee's device owner's name, the type of device (laptop, electronic tablet, or cellular device), make, model, and serial number, IMEI/EUIMID/MEID/ESN/ICCID number(s) of the device, or any other device identifier needed to ensure the device is operational in the institution, cellular provider and the cellular number.
STATE PROPOSAL

Date: June 10, 2020

Time: 6:15 pm

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/CCHCS Department Director or Designee as follows:
   a. Within twenty-one (21) thirty (30) 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) thirty (30) 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 Health and Safety grievances, any grievances involving the content of an LOI/WID, and “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. and L.), 10.02 (except D.), 10.07, 10.08, 10.16, 10.19, 11.02, 11.05, 12.04 (except G.), 14.05, 16.02, 16.06, 17.05, 17.06, 17.08, 17.09, 17.11, 18.01, 19.01, 19.02, 19.03, 19.06, 19.09, 19.15, 19.16, 20.01, 20.02, 20.06 (except E.), 20.08, 21.01, 21.02, 22.01, 22.03 (except F.), 24.01, 24.03, 24.09, 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) thirty (30) 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.
STATE PROPOSAL

Date: June 10, 2020

Time: 6:20 pm

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) thirty (30) 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 (except 6.16 B.1.), 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.), 10.05, 10.09, 10.10 (except H. and only after J. procedure has been completed.), 10.11, 10.12, 10.13, 10.20, 10.21, 10.22, 10.23, 11.07, 11.10, 11.11, 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, 15.19), 16.03, 16.07, 17.02, 17.03, 17.10, 19.08, 19.10, 19.11, 19.12, 20.05 (except B.), 22.02, 24.08, 26.01 (except K.), 27.01 (except F.), 27.02, 27.03, 27.04, the grievance must be appealed to the Director of CalHR, or designee within twenty-one (21) thirty (30) calendar days after receipt of the decision at the third level. Within twenty-one (21) thirty (30) 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 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 attorney's fees upon a showing that there was no reasonable business justification for the delay or failure to implement or enforce the grievance remedy.
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 workplace 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. When the Appointing Authority determines a substance abuse test is necessary, the CCPOA Chapter President or designee will be notified prior to testing and will be afforded a reasonable time to report to the area. Notification to the CCPOA representative will not result in an unreasonable delay in the testing procedure. 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:

<table>
<thead>
<tr>
<th>Substance</th>
<th>Screening Test Concentration Level</th>
<th>Confirmatory Test Concentration Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamines and Methamphetamines</td>
<td>500 nanograms per milliliter</td>
<td>250 nanograms per milliliter</td>
</tr>
<tr>
<td>MDMA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MDA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marijuana/Cannabinoids (THC)</td>
<td>50 nanograms per milliliter</td>
<td>15 nanograms per milliliter</td>
</tr>
<tr>
<td>Cocaine</td>
<td>150 nanograms per milliliter</td>
<td>100 nanograms per milliliter</td>
</tr>
<tr>
<td>Phencyclidine (PCP)</td>
<td>25 nanograms per milliliter</td>
<td>25 nanograms per milliliter</td>
</tr>
<tr>
<td>Benzodiazepines</td>
<td>300 nanograms per milliliter</td>
<td>300 nanograms per milliliter</td>
</tr>
<tr>
<td>Substance</td>
<td>Cut-off Level</td>
<td>Cut-off Level</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Codeine/Morphine</td>
<td>2000 nanograms per milliliter</td>
<td>2000 nanograms per milliliter</td>
</tr>
<tr>
<td>Hydrocodone/Hydromorphone</td>
<td>300 nanograms per milliliter</td>
<td>100 nanograms per milliliter</td>
</tr>
<tr>
<td>Oxycodone/Oxymorphone</td>
<td>100 nanograms per milliliter</td>
<td>100 nanograms per milliliter</td>
</tr>
<tr>
<td>6-Acetylmorphine</td>
<td>10 nanograms per milliliter</td>
<td>10 nanograms per milliliter</td>
</tr>
<tr>
<td>Methaqualone</td>
<td>300 nanograms per milliliter</td>
<td>750 nanograms per milliliter</td>
</tr>
<tr>
<td>Barbiturates</td>
<td>300 nanograms per milliliter</td>
<td>200 nanograms per milliliter</td>
</tr>
<tr>
<td>Alcohol</td>
<td>.02%</td>
<td>.04%</td>
</tr>
</tbody>
</table>

The present cut-offs shown for the first four (4) 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 National Laboratory of Certification Program (NLCP), 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.

In the event CCPOA identifies safety concerns regarding a specific test site, they may raise those concerns with the local Hiring Authority. If CCPOA’s concerns are not resolved, CCPOA may elevate their concerns to the Chief of Labor.

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.
STATE PROPOSAL

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; and
   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 34

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 non-conformance.

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 non-compliance 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.
REVISED STATE PROPOSAL

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:

(a) Amphetamines and Methamphetamines

   (1) MDMA
   (2) MDA

(b) Cocaine

(c) Marijuana/Cannabinoids (THC)

(d) Opioids

   (1) Codeine/Morphine
   (2) Hydrocodone/Hydromorphone
   (3) Oxycodone/Oxymorphone
   (4) 6- Acetylmorphine

(e) Phencyclidine (PCP)

(f) Barbiturates

(g) Benzodiazepines

(h) Methaqualone

(i) 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.
REVISED STATE PROPOSAL

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 CalHR Substance Abuse Program Manager uses 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. The State, however, shall adhere to the Federal Motor Carrier Safety Association annual minimum testing percentage rate for covered drivers. Effective January 1, 2020, the annual minimum percentage rate for substance for covered drivers is fifty percent (50%). The annual minimum percentage rate for alcohol for covered drivers is ten percent (10%).

7. The State agrees to provide the dates upon which the random selections will occur to the CCPOA Chief of Labor or designee who will be allowed to observe that selection process with up to five (5) additional BU6 representatives. The State, however, is under no obligation to coordinate with or postpone those dates to accommodate CCPOA’s observance of the selection process.

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.

6. If an employee is found to be under the influence of substance or alcohol at the collection site, but is not considered positive for reporting purposes, the collector shall immediately discuss with the employee and notify the employee's supervisor to make arrangements for transportation.

D. Medical Review Officer

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:

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

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

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

4. 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

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:

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

2. The Medical Review Officer.

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

4. Individuals who need the records or information to:
   a. Determine, or assist in determining, what action the Appointing Authority should take in response to the test results.
   b. 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.
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 (consistent with Section 12.07 F.4 with respect to DAI gender restricted posts) of the departments or in emergency situations. Specifically excluded from this section are camps, other CDCR community-based programs and employees out of the academy on their first week at the institution.

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 calendar month 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 calendar month and the senior thirty percent (30%) once in that same calendar month, then the entire process will repeat. Commencing on the first day of the following calendar month, the cycle resets.

C. Friday/Soft Friday/Swap rules: Except in the event of an emergency, (e.g., riots/group disturbances, escapes, natural disasters), mandatory report writing (that must be completed prior to leaving) or in cases of late relief (exceeding one [1] hour):

1. True Friday rule: 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 (true Friday).

2. Soft Friday rule: Employees will not be involuntarily ordered over for overtime if they are scheduled for vacation. Employees scheduled for vacation, or other preapproved personal paid leave usage (e.g., holiday, PDD, PLP, etc.), or an approved SWAP of six (6) hours or more in conjunction with such preapproved personal paid leave usage will not be ordered over.

3. Shift Swap rule: Employees will not be assigned involuntary overtime if they have an approved SWAP of six (6) hours or more in conjunction with such preapproved personal paid leave usage.

Approved time off requests will be verified. If an employee is held over on any approved time off, the Institution shall document on the Daily Activity Report (DAR)/the DJJ equivalent form the efforts made to fill the post.

Sections C1, and 2, and 3 do not apply to staff assigned to transportation posts, including their relief, or relief for an offsite post (i.e., medical guarding, MCRP, etc.) which is up to and one half (1 ½) hours late.

D. If an employee is unable to work an involuntary overtime shift due to illness or a prescheduled medical appointment, the supervisor may request medical verification from the employee to be submitted by the employee upon return to work. Once medical verification has been submitted to the supervisor and is approved, no further
substantiation will be required. All medical verification documents will be returned to the employee.

E. The departments will make reasonable efforts to canvass on-duty employee volunteers prior to the implementation of this contract section. Institutions with an operational vacancy rate of eight percent (8%) or greater may negotiate with local management and the CCPOA Chapter President regarding exploring alternative hiring practices including mandating staff from a prior shift and staff management solutions.

F. If no Parole Agents volunteer, assignments of overtime shall be based on inverse seniority within the Agent of Record’s unit.

G. A mandated holdover is defined as thirty (30) minutes or more, excluding mandatory report writing that must be completed prior to leaving or as otherwise excluded below.

1) Posts that are exempt from being counted as an order over as long as they are performing the primary function(s) of the post description:
   a. Transportation post (not to include emergency/unscheduled transports)
   b. Investigative Security Unit/K-9 functions.
   c. Receiving and Release (Intake/Bus)

2. The one hour and a half rule (1 ½):
   a. Late relief for an offsite post (i.e. medical guarding, posts at state hospitals and MCRP) not to exceed one and one half (1 ½) hours, are not considered holdovers for the purposes of this section.

3. The two-hour rule (2):
   a. Emergencies (i.e. riots/group disturbances, escape, natural disasters, emergency count, deadly force) not to exceed two (2) hours, are not considered holdovers for purposes of this section.

H. Regarding CRC and Patton, in the event of a vacancy or late relief, the employees will be utilized in a bubble by inverse seniority order at each institution (CRC for CRC, Patton for Patton) to fill the vacant post following normal MOU procedures.

I. If the State violates this section and the employee suffers an economic loss as a result of the State’s action, the State shall reimburse the employee for all reasonable and documented economic loss of the employee subject to the terms and conditions of 10.01 (l).85

J. Consistent with Appendix 11, when it is determined a violation of this section (12.06) has occurred, the “wronged” employee shall be entitled to hour for hour CTO or the like for the time the employee was incorrectly forced over.
12.07 Personnel Preferred Post Assignment (PPPA) for Correctional Officers and MTA

A. Methods

1. There shall be seventy percent (70%) of the qualifying CO and MTA 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 six (6) 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 (3) 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. Posts expected to last sixty (60) days or more (including IWL, Cal Trans, Ad Seg Overflow, etc. posts) will be subject to the 70/30 split from the initial fill date. 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 calculations: (1) total number of Investigative Services Unit (ISU) posts at the CO level; (2) total number of In-Service Training (IST)/Armory posts at the CO level and; (3) total number of K-9 posts at the CO level.
1. Camps shall retain their current agreements regarding post assignments.

2. Limited Term Light Duty Assignment (LTLDA):

Upon ratification of the MOU, the state and CCPOA agree a percentage of each institution's posts will be used to accommodate the needs of Limited Term Light Duty Assignments (LTLDA). The designated positions shall be clearly identified on the Master Assignment Roster (MAR). The amount of identified positions for LTLDA will utilize: 3% of an institution's overall qualifying posts. These posts will not be included in the overall 70/30 formula. The remainder of the posts will be counted and be subject to the 70/30 formula. In the event that an institution has a lower need for LTLDA positions, the percentage formula may be adjusted temporarily from one (1)% up to three (3)% with approval of the Director, Division of Adult Institutions, and the CCPOA President.

Of the identified LTLDA posts, a schedule shall be built and maintained in the following fashion: As an example, an institution with 800 posts would apply the three (3) percent formula and number the LTLDA-designated posts one (1) through twenty four (24). When number one (1) is filled, then number two (2) shall be used and continue down the list until a post aligns with the employee's work restrictions and required accommodations. If number one (1) becomes available, the next employee up for an LTLDA position will be placed into the number one (1) post assuming that post aligns with the employee's work restrictions and required accommodations.

The identified LTLDA posts that are not used shall be placed into the conditional bid process per Section 12.07 F. If an employee bids on a LTLDA conditional post and that post is filled with an LTLDA employee prior to the bid employee assuming the conditional bid post, then the bid employee will retain their current post position.

In the event that all LTLDA posts are being utilized by LTLDA employees and additional LTLDA posts are needed, management may utilize vacant posts that fall within management's 30% or may utilize a vacant bid post, until awarded, that meets the needs of the accommodation.

The state will provide a list of possible posts to meet the LTLDA need at each institution. The local chapter and management team will meet twice in the month of August to assign the LTLDA designation to posts in the 3% for a September 6 effective date.

LTLDA Officers who are placed into an alternative post may have their shift and RDOs changed.

Disputes regarding the application of this section (12.07 A. 3 c 2) will be submitted to the Chiefs of Labor for discussion between the Director, Division of Adult Institutions, or designee, and the CCPOA President, or designee.
d. 70/30 Split at DAI Male Institutions: Posts identified as gender restricted in DAI Male Institutions will be included in the 70/30 split.

e. 70/30 Split at DAI Female Institutions: For the 2019 bid cycle, no more than forty (40) posts per institution (excluding FWF which will have nine [9] posts) shall be identified as gender restricted at CIW and CCWF and will be subject to the 70/30 split. As detailed in the Implementation section C below, however, for the 2019 bid cycle, only twenty (20) of the forty (40) (CCWF and CIW) and nine (9) (FWF) gender restricted identified posts shall be subject to the three (3) year bid process and the remainder shall be addressed through continuous bid. Consistent with the parties’ past practice, management and CCPOA will continue to discuss management’s justification for identifying a post as gender restricted. A reasonable number of posts in family visiting, work change, receiving and release, transportation, and housing units are deemed justified, but will still be discussed with CCPOA. Any additional gender restricted posts in excess of forty (40) at CIW and CCWF or in excess of nine (9) at FWF shall come out of management’s thirty percent (30%).

f. Work Group: Upon the ratification of this contract, a workgroup shall be established to develop strategies to enhance recruitment, transfer, and retention of female staff at CIW, FWF, and CCWF. The workgroup shall be comprised with equal representation of three (3) management employees and three (3) rank and file employees. The parties, by mutual agreement, may include additional people as appropriate. The workgroup shall meet once every three (3) months unless mutually agreed by both parties to convene less or more frequently. Neither party will delay workgroup meetings due to unavailability of specific workgroup members. Both parties shall submit agenda items no later than fourteen (14) calendar days prior to the workgroup convening. The workgroup will not delay existing recruitment efforts.

g. 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 review shall be completed to ensure the institution’s overall representation is within plus or minus two (2) positions or confirm the parties’ mutual understanding regarding the split of posts.

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. 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. Performance Evaluations will not be considered in determining eligibility or participation 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, except as noted below. The vacated PPPA will be subject to the continuous bid process.

      (i) 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.

      (ii) 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.

      (iii) 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.

      (iv) 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. 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:
(i) An employee who has an adverse personnel action in which there is a written direct nexus between the misconduct identified in the adverse action and the employee's PPPA post.

(ii) The preclusion will not be based upon an adverse personnel action for:

(a) Sick leave abuse, etc.; or

(b) 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 NOi, 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 (1) 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 (1) 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. This discussion shall include possible realignment of the RDO matrix.

2. DAI Female Institutions: For the purposes of the 2019 bid process, of the gender restricted positions identified (consistent with section 12.07 A.3.e), only twenty (20) (CIW and CCWF) and nine (9) (FWF) of those gender restricted posts shall first be filled by a locally negotiated bid. The remaining gender restricted posts identified shall be filled irrespective of gender; however, upon vacancy, these posts shall first be filled with the most senior female staff member who bids on the post via continuous bid. If no female staff member bids on the gender restricted post during continuous bid, the most senior male staff member may bid on the post via continuous bid process.
a. November

(i) 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 (2nd) level of review with resolution required within fourteen (14) days of the posting of the seniority roster. The second (2nd) 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.

(ii) 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.

(iii) 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.

(iv) 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; and
(d) Employees who laterally transfer on or before the first Monday in November will be permitted to bid.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.
(ix) 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.

(x) Eligible employees bidding to a vacation relief (VR) or training relief (TR) PPPA shall be assigned as follows:

(a) For the purposes of PPPA, all vacation relief or training relief PPPAs will be considered second watch.

(b) The most senior employee will be permitted to select the vacation/training relief slots of the employee's choosing through a local procedure to be negotiated locally within ninety (90) days of ratification of this MOU. The second most senior person will be permitted to select vacation/training relief slots from those remaining, etc. If the parties fail to reach agreement, the issue shall be elevated to the Post and Bid committee.

(c) In the event a vacation/training relief is canceled, the PPPA VR/TR employee will be allowed to choose from the remaining available posts by seniority.

(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.

(xi) Eligible employees may bid on any number of PPPAs.

(xii) 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

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

(i) 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.

(ii) 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.

(iii) 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 the 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 PPPAs, 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 six (6) times during the bid period. Conditional bids count toward this limit. 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, Ten Percent Rule or adverse actions shall only be counted against the cap for a maximum of two (2) 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

The local Chapter President and Chief Job Steward(s) will be given “super seniority” when selecting a PPPA. The Chapter President will select a PPPA prior to the institutional bid. The Chapter President will then select PPPAs for the Chief Job Steward(s) prior to the institutional bid. Union officials will bid based upon their actual seniority.

Chapter Presidents and Chief Job Stewards may then assume their designated post utilizing “super 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. The Chapter President/Chief Job Steward would remain in said “super seniority” job until they are 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.

“Super seniority” posts designated for Chapter Presidents/Chief Job Stewards may be changed to a vacant post during the bid period (within the seventy [70%] PPPA) at the discretion of the Chapter President. The “super seniority” designation will be attached to the individual Chapter President/Chief Job Steward, not the post.

4. Gender Restricted Posts

In the event that there are gender restricted posts unfilled, management will make appropriate adjustments in the post workload to accommodate the employee that bids to a gender restricted post or if workload accommodation is not possible (e.g., unclothed body searches, transportation, et cetera) management may redirect a staff member to perform the required gender restricted duties and the officer in the gender restricted post shall be redirected to cover the duties of the officer performing the gender restricted duties. (This shall not be considered a violation of section 16.05 E.)

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. above. 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. Disputes regarding this subsection that cannot be resolved at the local level will be elevated through the CCPOA and CDCR Chiefs of Labor to the CCPOA Executive Vice President and CDCR Director for final resolution.

3. Upon activation, all newly activated posts will be subject the 70/30 split (consistent with 12.07 A.3.e, management and CCPOA will discuss management's justification for identifying a post as gender restricted). The newly activated posts will not affect the original percentage/agreement previously negotiated pursuant to subsection A. 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, then the affected employee will be offered an available management post (not to exceed ninety [90] days) with the same RDO and substantially similar start/stop times. For the purpose of this section, "available" shall include management's vacant thirty (30%) percent positions or the employee may choose to remain in the post or participate in the continuous bid process.

8. An employee may not be removed from a PPPA based upon the issuance of an 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 based on the nature of the allegations. The employee will be provided written notice the following business day. Once the investigation has been concluded and if the charges have not been substantiated, the employees shall be returned to their PPPA. While the employee is removed from their PPPA, the post will be subject to the conditional bid process.

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. When an employee has been removed from their PPPA pursuant to the adverse action process, the vacated post will be subject to the conditional bid process until the exhaustion of all applicable appeals. Upon the resolution of the adverse action process, unless the bid position is specifically removed as part of the adverse action, the employee will be returned to their PPPA.
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.

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 a one (1) year period. The vacated PPPA will be subject to the conditional 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. 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.

16. RDO Matrix will be realigned any time five (5) or more fill-in days are used per shift. The local institution ATM Lieutenants and Local Chapter President shall meet and discuss such changes in advance of the realignment to ensure minimal impact.

I. Gender Restricted Posts

The filling of gender restricted posts for purposes of overtime, vacation/holiday relief, military leave or other temporary basis will be made regardless of gender. If workload accommodation is not possible (e.g., unclothed body searches, transportation, et cetera), management may redirect a staff member to perform the required gender restricted duties and the officer in the gender restricted post shall be redirected to cover the duties of the officer performing the gender restricted duties. (This shall not be considered a violation of section 16.05 E.)

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.

Any dispute regarding PPPA issues will begin with a grievance filed directly at second (2nd) level. The affected employee must file the grievance within thirty (30) days of the action giving rise to the dispute. The Hiring Authority must respond to the grievance within fifteen (15) days of filing. If the issue is not resolved at the local level, the grievance will be referred to the next available Joint Labor/Management Committee for resolution, unless the parties mutually agree otherwise.

If the jurisdiction of the Joint Labor/Management Committee is in question, the grievance will be referred to the Joint Labor/Management Committee for resolution. Should the Joint Labor/Management Committee determine the issue is not related to the PPPA, the grievance will be directed to the appropriate level for disposition. All decisions reached by the Joint Labor/Management Committee will be reduced to writing and implemented within fifteen (15) days unless otherwise mutually agreed to by the committee.

The Joint Labor/Management Committee will calendar a mutually agreed upon Tuesday, Wednesday or Thursday of the second week of each month to hold committee meetings as necessary. At least ten days prior to the scheduled meeting, an agenda of the grievances to be heard and considered shall be provided to the CDCR’s Chief of Labor. If there are two (2) or fewer grievances to be heard, the meeting will be cancelled and the grievances scheduled for the next month’s meeting. This meeting shall not be delayed for more than one (1) calendar month. The parties agree that the Joint Labor/Management Committee shall use their meeting time efficiently. Neither party will delay committee meetings due to unavailability of specific committee members.
STATE PROPOSAL

Date: June 10, 2020
Time: Revised at 11:10 pm (originally passed at 12:00 pm)

ARTICLE XIII HEALTH AND WELFARE

13.01 Health Benefit

Program Description

A. Contribution Amounts

Effective on the first day of the pay period following ratification of this agreement by the legislature and the union, and upon approval of funding by the Legislature, the State agrees to continue to pay the following 2020 contribution rates established on January 1, 2020. 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 $583.609 per month for coverage of an eligible employee (party code one).

2. The State shall contribute $1,170.1223 per month for coverage of an eligible employee plus one (1) dependent (party code two).

3. The State shall contribute $1,548.1585 per month for coverage of an eligible employee plus two (2) or more dependents (party code three).

The employer health benefits contribution for each employee shall be a flat dollar amount equal to eighty percent (80%) 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 (4) 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 eighty percent (80%) 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 (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

Effective on the first day of the pay period following ratification of this agreement by the legislature and the union, and upon approval of funding by the Legislature, the established flat dollar amounts shall be increased or decreased as appropriate.
pursuant to the formulas above on January 1, 2021 and January 1, 2022. The established dollar amount(s) shall not be increased or decreased in subsequent years without a negotiated agreement by both parties.

B. Employee Eligibility

1. For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

2. Permanent Intermittent Employees

Permanent Intermittent Employees (PIEs) will qualify to receive be eligible to enroll for health benefits the first day of the pay period following graduation from the academies of CDCR. PIEs will have sixty (60) calendar 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 be credited with a minimum of four hundred eighty (480) paid hours in a control period or 960 paid hours in two consecutive control periods as established by CalPERS to continue coverage, pursuant to Government Code Section 22806.

C. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and 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).
ARTICLE XIII HEALTH AND WELFARE

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.

1. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under Section 13.01 subsections B.1. and B.2.

2. Family Member Eligibility

Family member eligibility for dental benefits will be the same as that prescribed for health benefits under Section 13.01 subsection C.

3. 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 fifty (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.

4. Employees covered by this agreement and who meet the benefit enrollment eligibility criteria set forth in this provision are required to enroll into one of the CCPOA Benefit’s Trust Fund sponsored dental programs.

The only exclusion to mandatory enrollment in CCPOA Benefit’s Trust Fund sponsored dental programs is when an employee’s spouse works for the State and the employee is receiving dental benefits under the spouse’s State dental program.
STATE PROPOSAL

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 $8.27 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 B.1. and B.2.

2. Family Member Eligibility

Family eligibility for vision benefits will be the same as that prescribed for health benefits under Section 13.01 subsection C.

C. Permanent Intermittent Employees

Qualifying PIEs: PIEs will qualify to receive eligibility to enroll for dental and vision benefits the first day of the pay period following graduation from the CDCR academies. PIEs will have sixty (60) calendar 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 be credited with a minimum of four hundred eighty (480) paid hours in a control period or 960 paid hours in two consecutive control periods, 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.
STATE PROPOSAL

Date: June 10, 2020
Time: 12:00 pm

ARTICLE XIII HEALTH AND WELFARE

13.04 Flexible Benefits (FlexElect) Program

A. Program Description

1. The State agrees to provide a flexible benefits program (FlexElect) under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subject to all applicable state and federal laws and related administrative provisions adopted by CalHR. The administrative fee paid by the participants will be determined each year by CalHR.

2. Employees who have qualifying group health coverage as defined by CalHR from another source and who meet the eligibility criteria in Section B will be eligible to enroll into a Cash Option Program (a monthly cash payment) in lieu of health coverage under the FlexElect Program. Employees may not receive the Cash Option in lieu of dental coverage.

3. Employees who meet the eligibility criteria in Section B.1 will be eligible to enroll into a Medical Reimbursement Account and/or a Dependent Care Reimbursement Account.

B. Employee Eligibility

1. Eligible employees must have a permanent appointment with a time base of half time or more, or if in a limited term or a temporary authorized position, must have mandatory return rights to a permanent position (not permanent intermittent). Permanent Intermittent employees are not eligible for the FlexElect Medical Reimbursement Account or the Dependent Care Reimbursement Account.

2. Permanent Intermittent employees (PIEs) shall only participate in the Cash Option and will be eligible to receive a six (6) month cash payment for the first control period of each plan year. PIEs choosing the Cash Option will qualify if they meet all of the following criteria:
   a. Must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling.
STATE PROPOSAL

b. Must have a PIE appointment which is effective January 1 through June 30 of the Plan Year for which they are enrolling.

c. Must be credited for at least four hundred eighty (480) paid hours worked during the January through June control period of the Plan Year for which they are enrolling.

d. Must have submitted an enrollment application during the FlexElect Open Enrollment period or as newly eligible.

C. This section is not grievable or arbitrable.

D. The parties agree that nothing in this provision prevents CCPOA from pursuing litigation related to FlexElect benefits.
REVISED STATE PROPOSAL
(Countering CCPOA proposal on Polos, passed via email 6/10/20 1:15p)

Date: June 11, 2020

Time: 10:15 pm

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. 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 full-time employee, or less-than full-time employee who works one thousand forty (1,040) hours or more in an annual reimbursement period, required to wear a uniform and uniform accessories on a full-time basis (see B.3. below) shall receive a uniform allowance of $1000.00 per year, to be paid annually.

2. An employee required to wear a uniform and uniform accessories on less than a full-time basis the uniform allowance under this subsection shall be $546 per year.

3. If an employee works fifty percent (50%) or more of the annual reimbursement period, 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 annual reimbursement period, 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, they shall receive a prorated share of the annual uniform allowance for which they are 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.

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, COs and YCOs 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 the Basic Correctional Officer Academy.

E. 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.

F. All other state laws, rules and departmental policies regarding uniform allowance shall remain in effect.

G. 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.

H. 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.

I. MTAs

1. Uniform: A permanent MTA shall receive the annual uniform allowance for wearing the uniform approved by the Department.

2. Jacket: The State shall permit MTAs to wear the departmental three quarter length, fourpocket parka, if and when approved, or windbreaker with appropriate departmental insignia, cloth badge and caduceus patch at the employee’s option and expense.

3. MTAs shall receive their full uniform allowance upon successful completion of the MTA Academy.

J. DAPO

A DAPO employee, including Parole Agent I, Parole Agent II Specialists working at the CCTRP, MCRP and EIS, required to wear a uniform and/or uniform accessories approved by DAPO, shall receive an annual uniform allowance of $250 for wearing the uniform/accessories approved by the Department. If an employee promotes or transfers out of the uniform class or otherwise leaves said uniform class, they shall receive a prorated share of the annual uniform allowance for which they are qualified.

K. Uniform inspections shall occur in accordance with Side Letter 11 Regarding Uniform Inspections.

NOTE: Employees successfully completing the Basic Correctional Officer Academy, Parole Academy, or the MTA Academy and reporting to the assignment at the institution or assigned
DAPO location shall 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.

L. Within thirty (30) days of ratification and approval of the MOU, CDCR will meet with CCPOA to discuss approving polo shirt(s) (e.g., material, color[s], patches, etc.) for statewide implementation by various classifications, including Correctional Officers and Youth Correctional Officers, for the term of this two-year contract. A polo shirt will also be approved for wear for Correctional Counselors and Youth Correctional Counselors, but will not be required and may be purchased at the Correctional Counselors'/Youth Correctional Counselors' own expense should they wish to wear a polo. The approved polos and patches will be included in the Uniform Handbook. At the conclusion of this two-year polo trial, CDCR will determine whether to expand the use of polo shirts, discontinue use or continue use of polo shirts consistent with the trial.
STATE PROPOSAL

Date: June 11, 2020
Time: 4:14 pm

20.09 Rehabilitative and Efficiency Measures Case Program Reopener

A. Within sixty (60) thirty (30) days of ratification and approval of the MOU, the parties will convene a committee designed to continue focusing on meaningful rehabilitation and to explore efficiency measures designed to, for instance, eliminate needless redundancies. The committee will meet at least quarterly, but more often upon mutual agreement. It is the intent of this committee to implement rehabilitative and efficiency measures during the term of this MOU, the main table will reopen this section to negotiate the implementation of the Rehabilitative Case Program for caseload carrying Correctional Counselors/CCII Specialists (Counselor/Specialist), effective January 1, 2020, including training, procedures and workload.

B. It is anticipated that during the term of this contract that CDCR will implement a training program for CCIs who are either new to state service, transferring from DAPO/DJJ or came from a non-peace classification. As such, this section shall be reopened upon sixty (60) days' notice by the state to CCPOA to negotiate implementation.
24.10 DJJ Transition

It is anticipated that during the term of this contract, the Division of Juvenile Justice (DJJ) will become the Department of Youth and Community Restoration (DYCR) with the California Health and Human Services Agency (CHHSA) as its hiring authority. The State will notify CCPOA at least one hundred and twenty (120) days in advance of the transition to meet and confer on the negotiable issues associated with the transition and reopen the Articles in the MOU related to DJJ/DYCR.
27.03  Term

The term of this MOU shall be July 3, 2020, through July 2, 2022. Changes to the MOU negotiated in 2019 shall not be applied retroactively. Specific provisions contain prospective effective dates (e.g., within a certain number of days of ratification, etc.).
Date: June 11, 2020

Time: 11:11 am

27.04—No Mandated Reduction of Work Hours

Because of public safety concerns and the twenty-four (24) hour custody environment, for the term of this MOU, July 3, 2019, through July 2, 2020, the State shall not implement a Furlough Program or mandate a Personal Leave Program.
APPENDIX ITEM #2 REGARDING 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. The parties agree to update this listing should there be any changes that occur during the term of the MOU.

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 (including FWF)
#20 CHCF
#21 LANCASTER
#22 MTA
#23 MULE CREEK
#24 CAC
#25 PATTON
#26 PELICAN PELICAN BAY
#27 RJD
#28 SCC
#29 SAN QUENTIN
#30 SOLANO
WASCO  
IRONWOOD  
RICHARD A. MCGEE CORRECTIONAL TRAINING CENTER  
HDSP  
SACRAMENTO  
SALINAS VALLEY  
SATF (CORCORAN II)  
DELANO II  
CCFA

PAROLE/CDCR:
NORTHERN REGION  
SOUTHERN REGION  
DAPO ACADEMY

DJJ:
NACYCF* (CHAD)  
OHNCYCF* (O.H. CLOSE)  
VYCF (VENTURA)  
STC  
REPRESENTSNCYCC (NCYC) COMPLEX

CAMPS:
DAI CAMPS  
DJJ CAMPS

MISCELLANEOUS:
JPB  
BPH  
CCHCS  
CCPOA (STATEWIDE)

HUB:
NORTHERN REGION  
CENTRAL REGION  
SOUTHERN REGION  
DJJ HQ  
CCDCR HQ  
HQ

CCPOA NORTHERN OFFICE  
CCPOA CENTRAL OFFICE  
CCPOA SOUTHERN OFFICE
APPENDIX ITEM #11 – REGARDING LEAVE USAGE

In accordance with Personnel management Liaison Memo 2013-013, the employees shall use PLP and furlough hours before all other accrued paid leave. The order in which leave shall be used is PLP 2012 first following by PLP 2010, and then furlough hours.

When an employee has PLP 2020, PLP 2012, PLP 2010, furlough hours or CTO (as a result of Section 12.06) available and uses any other accrued paid leave, except sick leave, the leave used will be corrected on the 998 by personnel to reflect usage of PLP 2020, PLP 2012, PLP 2010, furlough hours or CTO without prior notification to the employee. Personnel will provide a notification to the employee informing them of the appropriate leave deduction.
STATE COUNTER PROPOSAL
Date: June 11, 2020
Time: 9:45 pm

SIDE LETTER XX COVID-19 PANDEMIC RECESSION

The COVID-19 Pandemic Recession requires an 8.99% savings in BU6 employee compensation in order to balance the state budget. The parties have negotiated the following various savings measures which, when combined, comprise the required 8.99%.

I. Personal Leave Program 2020

Effective with the July 2020 pay period through the June 2022 pay period, employees will be subject to the Personal Leave Program 2020 (PLP 2020) for one (1) day or eight (8) hours per month in the manner outlined below. PLP 2020 shall have no cash value and may not be cashed out, except as permitted in the very limited circumstance described in subsection E below.

A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 4.62% except:
   - 7K Ranges = 4.5%
   - Fire Captain (9001), Range L and M (192 Hour Schedule) = 3.85%
   - Fire Captain (9001), Range N and P (216 Hour Schedule) = 3.42%

B. Each full-time employee shall be credited with twelve (12) hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program. These twelve (12) hours of PLP 2020 credit are for the eight (8) hours for a single day of payroll deduction in subsection A above and four (4) hours for the other achieved savings (e.g., suspensions of shift differential, reductions in holiday compensation/time, and reductions in uniform allowance).

C. Salary rates and salary ranges shall remain unchanged.

D. Employees will be given discretion to use PLP 2020 subject to operational considerations.
   1. PLP 2020 time must be used before any other leave with the exception of sick leave in accordance with Appendix Item #11.
   2. Employees may elect to use PLP 2020 in lieu of approved sick leave.
3. PLP 2020 shall be requested and used by the employee in the same manner as vacation/annual leave.

4. Subject to the above, requests for use of PLP 2020 leave must be submitted in accordance with departmental policies on vacation/annual leave.

E. All leave earned under PLP 2020 must be used prior to voluntary separation. Appointing powers may schedule employees to take PLP 2020 time off to meet the intent of this section. If an employee’s separation is not voluntary and the separation date cannot be extended, PLP 2020 shall be cashed out. Time during which an employee is excused from work because of PLP 2020 leave shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.

F. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor’s benefits they would have received had the PLP 2020 not occurred.

G. PLP 2020 shall not cause a break in State service, nor a reduction in the employee’s accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, or service towards a merit salary adjustment.

H. PLP 2020 shall neither affect the employee’s final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.

I. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications.

J. Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee’s time base consistent with the chart below:

<table>
<thead>
<tr>
<th>Part-time Time Base</th>
<th>PLP 2020 Credit Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/10</td>
<td>0.80</td>
</tr>
<tr>
<td>1/8</td>
<td>1.00</td>
</tr>
<tr>
<td>1/5</td>
<td>1.60</td>
</tr>
<tr>
<td>1/4</td>
<td>2.00</td>
</tr>
<tr>
<td>3/10</td>
<td>2.40</td>
</tr>
<tr>
<td>3/8</td>
<td>3.00</td>
</tr>
<tr>
<td>2/5</td>
<td>3.20</td>
</tr>
<tr>
<td>1/2</td>
<td>4.00</td>
</tr>
<tr>
<td>3/5</td>
<td>4.80</td>
</tr>
<tr>
<td>5/8</td>
<td>5.00</td>
</tr>
</tbody>
</table>
K. PLP 2020 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section P below.

L. PLP 2020 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller’s Office.

M. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers’ Compensation for the entire monthly pay period shall be excluded from PLP 2020 for that month.

N. Seasonal and temporary employees are not subject to PLP 2020.

O. All Permanent Intermittent employees shall be subject to the pro-ration of salary and PLP 2020 credits pursuant to the chart below:

<table>
<thead>
<tr>
<th>Hours Worked During Credit Pay Period</th>
<th>PLP 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10.9</td>
<td>0</td>
</tr>
<tr>
<td>11-30.9</td>
<td>1</td>
</tr>
<tr>
<td>31-50.9</td>
<td>2</td>
</tr>
<tr>
<td>51-70.9</td>
<td>3</td>
</tr>
<tr>
<td>71-90.9</td>
<td>4</td>
</tr>
<tr>
<td>91-110.9</td>
<td>5</td>
</tr>
<tr>
<td>111-130.9</td>
<td>6</td>
</tr>
<tr>
<td>131-150.9</td>
<td>7</td>
</tr>
<tr>
<td>151 or over</td>
<td>8</td>
</tr>
</tbody>
</table>

P. Disputes regarding the denial of the use of PLP 2020 time may be appealed through the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.
II. Contract Reopener Language – Elimination of Pay Decreases and Suspensions

A. Due to the significant economic impacts of the COVID-19 Recession, in accordance with Section 3517.6 of the Government Code, notwithstanding any other provision of law, the following economic provisions of the existing memorandum of understanding (MOU), which require the expenditure of funds for increased salaries, wages and other compensation that were to become effective at any point during the 2020-21 fiscal year, are hereby suspended or eliminated consistent with this Side Letter XX effective July 1, 2020, as ratified by the union and approved by the Legislature:

- The July 1, 2020 3% GSI identified in Article 15.01 Salaries – Adjustment to Salary Ranges is suspended and deferred;
- With the exception of July 4th, Thanksgiving, Christmas and New Year’s Day, the holiday pay and credits identified in Section 10.10 – Holidays are suspended for the remaining seven (7) holidays for the term of the MOU (Note: One personal holiday continues to be earned in accordance with 10.10C);
- The night and weekend shift differentials identified in Article 15.08 – Night Shift Differential/Weekend Differential are suspended;
- The $1000 uniform allowances identified in Article 14.04 – Uniform/Uniform Accessories replacement Allowance are reduced to $750.00;
- One (1) of the Personal Development Days identified in Article 8.07 – Personal Development Days (PDDs) is eliminated for calendar years 2021 and 2022 (Note: Employees already accrued both PDDs for 2020 in January 2020.); and
- Thirty-two (32) hours of the off-post training identified in Article 8.05 – Training Program are converted to, for example, non-classroom, On-the-Job or on-line training consistent with CDCR’s Modified Training Program.

B. The remainder of the MOU, including economic terms of the agreement not specifically related to the various pay items listed in paragraph A, such as the amount necessary for the payment of compensation and employee benefits that were in effect prior to the 2020-21 fiscal year, shall continue in full effect, subject to the reductions agreed to in this Side Letter XX. Notwithstanding any other provisions of law, this MOU represents the only entitlement to payment of compensation and employee benefits.

C. The determination of sufficient funding relative to this Side Letter XX shall be at the sole discretion of the Director of the Department of Finance if either of the following circumstances occur:
1. If the Director of the Department of Finance, as a result of appropriate federal legislation providing additional funding to the state to address the impacts of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.

2. If the Director of the Department of Finance, as a result of state revenue becoming sufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the cost of providing the various pay items that have been suspended or reduced as a result of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.

D. In the event the Director of the Department of Finance elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced by operation of this Side Letter XX, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.

E. In the event that neither of the circumstances in paragraph C occur and/or the Director of the Department of Finance does not restore, at their sole discretion, Article 15.01 Salaries – Adjustment to Salary Ranges, the General Salary Increase of 3% shall become effective on July 1, 2022. However, if projected state revenues at the 2022-23 May Revision to the Governor’s Budget continue to be insufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the costs of providing the aforementioned pay increases to all eligible employees, the General Salary Increase of 3% shall become effective on July 1, 2023. Determination of funding availability relative to this section shall be at the sole discretion of the Director of the Department of Finance.

F. If the Director of the Department of Finance elects to restore, prior to July 1, 2022, at their sole discretion, GSI compensation that was deferred, BU6 will not be disadvantaged by another unit receiving their deferred GSI earlier than BU6. All deferrals, if restored, shall be restored at the same time in the sole discretion of the Director of the Department of Finance.

G. No provision of this Article shall be subject to the grievance and arbitration procedure; this Article is specifically not subject to arbitration.

III. Suspension of Employee Portion of OPEB

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees’ monthly contribution for prefunding other postemployment benefits for the 2020-21 and 2021-22 fiscal years is suspended and shall not be withheld from employees’ salaries beginning on the pay period following ratification by the union and approval by the Legislature, and ending on June 30, 2022.
The employer’s monthly contribution for prefunding other postemployment benefits will continue in the 2020-21 and 2021-22 fiscal years.
STATE ROLLOVER PROPOSAL

Date: 6/11/20

Time: 11:15PM

PREAMBLE

ARTICLE I — RECOGNITION

1.01 RECOGNITION

ARTICLE II — CCPOA REPRESENTATION RIGHTS

2.01 DISTRIBUTION OF LITERATURE
2.02 WORKSITE ACCESS
2.03 ACCESS TO EMPLOYEES
2.04 USE OF STATE FACILITIES
2.05 BULLETIN BOARDS
2.06 CHIEF JOB STEWARD ASSIGNMENT
2.07 STEWARDS’ RIGHTS
2.09 QUESTIONNAIRES
2.10 REPRESENTATION ON COMMITTEES/GROUPS
2.11 UNION ACTIVITY RELATED TO COLLECTIVE BARGAINING
2.12 PRINTING CONTRACT

ARTICLE III — ORGANIZATIONAL SECURITY

3.01 DUES DEDUCTION (SEE APPENDIX #9)
3.02 MEMBERSHIP DUES

ARTICLE IV — STATE’S RIGHTS

4.01 MANAGEMENT RIGHTS
4.02 EMPLOYEE SERVICES
4.03 STATE-OWNED HOUSING

ARTICLE V — GENERAL PROVISIONS

5.01 NO-STRIKE
5.02 SAVINGS CLAUSE
ARTICLE VI — GRIEVANCE AND ARBITRATION PROCEDURE

6.01 PURPOSE
6.02 DEFINITIONS
6.03 TIME LIMITS
6.04 WAIVER OF STEPS
6.05 PRESENTATION
6.06 EMPLOYEE RIGHTS
6.07 INFORMAL DISCUSSION — STEP 1
6.08 FORMAL APPEAL — STEP 2
6.11 ARBITRATION
6.12 SELECTION AND AUTHORITY OF ARBITRATOR
6.13 MINI-ARB
6.14 ARBITRATION COSTS (EXCEPT MINI-ARB)
6.15 CDCR DECISION/SETTLEMENT IMPLEMENTATION
6.16 HEALTH AND SAFETY GRIEVANCES

ARTICLE VII — HEALTH AND SAFETY

7.01 HEALTH AND SAFETY COMMITTEE
7.02 EMERGENCY CARE
7.03 REPORT OF INJURY
7.04 REFERRAL OF STAFF ASSAULTS
7.05 SAFETY EQUIPMENT (INSTITUTIONS AND CAMPS)
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